

**City of Miami Beach - City Commission Meeting**  
**Commission Chambers, 3rd Floor, City Hall**  
**1700 Convention Center Drive**  
**November 25, 2003**

Mayor David Dermer  
Vice-Mayor Jose Smith  
Commissioner Matti Herrera Bower  
Commissioner Simon Cruz  
Commissioner Luis R. Garcia, Jr.  
Commissioner Saul Gross  
Commissioner Richard L. Steinberg

City Manager Jorge M. Gonzalez  
City Attorney Murray H. Dubbin  
City Clerk Robert E. Parcher

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**ATTENTION ALL LOBBYISTS**

**Chapter 2, Article VII, Division 3 of the City Code of Miami Beach entitled "Lobbyists" requires the registration of all lobbyists with the City Clerk prior to engaging in any lobbying activity with the City Commission, any City Board or Committee, or any personnel as defined in the subject Code sections. Copies of the City Code sections on lobbyists laws are available in the City Clerk's office. Questions regarding the provisions of the Ordinance should be directed to the Office of the City Attorney.**

Call to Order - 9:00 a.m.  
Inspirational Message, Pledge of Allegiance  
Requests for Additions, Withdrawals, and Deferrals

Presentations and Awards

PA Presentations and Awards

Consent Agenda

C2 Competitive Bid Reports  
C4 Commission Committee Assignments  
C6 Commission Committee Reports  
C7 Resolutions

Regular Agenda

R2 Competitive Bid Reports  
R5 Ordinances  
R6 Commission Committee Reports  
R7 Resolutions  
R9 New Business and Commission Requests  
R10 City Attorney Reports

Reports and Informational Items

**PA - Presentations and Awards**

- PA1 Certificates Of Completion To Be Presented To The Participants Of The City's Community  
Emergency Response Teams. (Page 2)  
(Neighborhood Services)

**CONSENT AGENDA**

**Action:**

**Moved:**

**Seconded:**

**Vote:**

**C2 - Competitive Bid Reports**

- C2A Request For Approval To Award A Contract To United Rentals Aerial Equipment And A Purchase  
Order To Sunbelt Rentals, And Gold Coast Hi-Lift, Inc., In The Total Amount Of \$208,483.70,  
Pursuant To Invitation To Bid No. 44-02/03, For The Purchase Of Heavy Equipment For The Miami  
Beach Convention Center And Jackie Gleason Theater Of The Performing Arts. (Page 5)  
(Convention Center)
- C2B Request For Approval To Award Contracts To All Power Generators Corporation, And Condo Electric  
Motor Repair, On A Per Location Basis, Both As Primary And Secondary Vendors, Pursuant To  
Invitation To Bid No. 56-02/03, For The Preventive Maintenance Agreement For Emergency  
Generators, In The Estimated Annual Amount Of \$28,188. (Page 10)  
(Public Works)
- C2C Request For Approval To Award Contracts To Various Vendors Pursuant To Invitation To Bid No. 11-  
02/03, For The Purchase Of Plumbing Equipment Parts And Supplies, In The Estimated Annual Total  
Amount Of \$150,000. (Page 15)  
(Public Works)
- C2D Request For Approval To Award Contracts To Various Vendors Pursuant To Invitation To Bid No. 12-  
02/03, For The Purchase Of Electrical Supplies, In The Estimated Annual Total Amount Of \$111,000.  
(Page 18)  
(Public Works)
- C2E Request For Approval To Award A Contract To Thermo Air, Inc., Pursuant To Invitation To Bid No.  
51-02/03, For The Smoke Evacuation Fans And Dampers Replacement At The Police Station In The  
Amount Of \$39,200. (Page 21)  
(Public Works)

**C2 - Competitive Bid Reports** (Continued)

- C2F Request For Approval To Award A Contract To Delta Control Engineer, Inc., Pursuant To Invitation To Bid No. 41-02/03 For The Inspection And Maintenance Services For Pump Control, Telemetering, And General Control Equipment For The Water And Sewer Pumping Stations In The Estimated Amount Of \$75,000. (Page 24)  
(Public Works)

**C4 - Commission Committee Assignments**

- C4A Referral To The Planning Board Regarding Single Family Residential Review Board (SFRRB).  
(Page 34)  
(Requested By Commissioner Saul Gross)
- C4B Referral To The Community Affairs Committee - An Ordinance Amending Miami Beach City Code Chapter 2, Article III "Agencies, Boards And Committees," Section 2-22(5) Thereof Establishing Term Limits Of Board And Committee Members, By Providing That Said Term Limits Should Not Include Time Served As A Result Of Having Filled A Vacancy; Providing For Repealer, Severability, Codification, And An Effective Date. (Page 36)  
(City Attorney's Office)
- C4C Referral To The Land Use And Development Committee - A Resolution To Consider An Amendment To The Land Development Regulations Of The City Code By Amending Chapter 142, "Zoning Districts And Regulations," Of The City Code; Division 13, "MXE Mixed Use Entertainment District," Section 142-542, "Conditional Uses," To Include Public And Private Cultural Institutions Open To The Public As A Conditional Use In This Zoning District. (Page 40)  
(Planning Department)
- C4D Referral To The Land Use And Development Committee And The Neighborhoods Committee - North Shore Traffic Study. (Page 42)  
(Planning Department)

**C6 - Commission Committee Reports**

- C6A Report Of The General Obligation Bond Oversight Committee Meeting Of November 3, 2003: **1)** Change Order Report; **2)** Recommendation To City Commission: a. Bayshore Neighborhood A/E Amendment for Design, Bid, Award and Construction Administration; **3)** Project Status Report: a. Fire Station #2; b. Fire Station # 4; c. Normandy Isle Park and Pool; d. 42nd Street Streetscape; e. Indian Creek Greenway; And **4)** Informational Items: a. Updated Calendar of Scheduled Community Meetings; b. Update on Contract Improvement Advisory Group. (Page 47)

**C6 - Commission Committee Reports** (Continued)

- C6B Report Of The Land Use And Development Committee Meeting Of November 10, 2003: **1)** Discussion Regarding Proposed Ordinance Allowing Electronic Display Signs For Large Venues Facilities; **2)** Discussion Regarding The Issues On Espanola Way; And **3)** Discussion Regarding Historic Preservation Board Resolution Request To Adopt An Ordinance Amendment Requiring Design Review Approval From The Planning Department For All Replacement Windows In Single Family Homes Located Outside Locally Designated Historic Districts Of Historic Sites. (Page 53)

**C7 - Resolutions**

- C7A A Resolution Approving Additional Design Services For Rear Easement Waterline Relocation Efforts, As Amendment No. 2 To The Scope Of Services Of The Agreement, Dated May 16, 2001, With Reynolds, Smith And Hills, A/E Consultant For The Nautilus Right Of Way (ROW) Infrastructure Improvement Project; And Further Appropriating An Amount Not To Exceed \$51,240, From Series 2000 Water And Sewer Bond Funds For Said Services, As More Particularly Described In Exhibit "A" (The Fee Detail And The Geographic Area Of Said Additional Services); Exhibit "B" (Sample Water Service Relocation Plan); And Exhibit "C" (Base Water Service Relocation Plan). (Page 56)  
(Capital Improvement Projects)
- C7B A Resolution Approving The Issuance Of Request For Qualifications (RFQ) No. 08-03/04 For Engineering, Urban Design, And Landscape Architecture Services Needed For The Planning, Design, Bid And Award, And Construction Administration Of Phases III, IV, And V Of The South Pointe Streetscape Improvement Project. (Page 65)  
(Capital Improvement Projects)
- C7C A Resolution Approving Award Of A Contract To The Lowest And Best Bidder, Florida Lemark Corporation, In The Amount Of \$321,173.76, Pursuant To Bid No. 67-02/03 For The Concrete Restoration And Repairs To The City Of Miami Beach 17th Street Parking Garage, And Appropriating Funds, In The Total Amount Of \$132,600 From Parking Revenue Fund 481 For Additional Expenses Of Special Inspector And Waterproofing. (Page 80)  
(Capital Improvement Projects)
- C7D A Resolution Appropriating Funds, In The Amount Of \$97,333, From Parking Revenue Fund 481 For The Maintenance Of The 17th Street Parking Garage And Toll Collector Booths At The Convention Center Parking Lot And The Surface Parking Lot Just East Of The 17th Street Parking Garage, To Be Performed By A Job Order Contract (JOC) Contractor. (Page 87)  
(Capital Improvement Projects)



**C7 - Resolutions** (Continued)

- C7E A Resolution Accepting The Recommendation Of The City Manager Pertaining To The Ranking Of Proposals Received Pursuant To Request For Proposals (RFP) No 58-02/03, For Providing Audits Of Resort Taxes And Internal Audits Of Non-Profit Organizations; Authorizing The Administration To Enter Into Negotiations And Contracts For A One-Year Contract, With Two One-Year Options To Renew, With The Top Ranked Three Firms (Urbach Kahn & Werlin; Beverly Young; And Rodriquez Trueba & Company) For Audits Of Resort Taxes, And The Top Ranked Two Firms (Sanson Kline Jacomino & Company And Urbach Kahn & Werlin) For Audits Of Non-Profit Organizations; Should The Administration Not Be Able To Negotiate With The Top Firms, Authorizing The Administration To Negotiate With The Next Firms Ranked In Order Of Selection, And As Set Forth In This Resolution. (Page 92)

(Internal Audit)

- C7F A Resolution Authorizing The Mayor And City Clerk To Execute The Attached Community Development Block Grant (CDBG) Agreement With The Miami Beach Community Development Corporation (MBCDC), Providing CDBG Funds In The Amount Of \$300,000 From Fiscal Years 2001/02, And 2002/03, To Continue Funding An Owner Occupied Housing Rehabilitation Program, To Assist A Minimum Of 17 Income-Eligible Homeowners To Rehabilitate Their Homes. (Page 101)

(Neighborhood Services)

- C7G A Resolution Approving A Three (3) Month Extension Of The Towing Permits With Both Beach Towing Services, Inc. And Tremont Towing Services, Inc., Respectively; Commencing On December 1, 2003, And Expiring On February 29, 2004. (Page 142)

(Parking Department)

- C7H A Resolution Approving And Authorizing The Mayor And City Clerk To Execute A First Amendment To The Interim Management Agreement With Professional Course Management II, Ltd. (PCM II) To Provide Professional Services For The Management Of The City's Normandy Shores And Par 3 Golf Courses; Said Amendment Providing For A Rent Abatement Of The Monthly Rent And Equipment Leasing Payments Due To The City, Retroactive As Of May 1, 2003; Eliminating The Requirement Of Maintaining And Operating The Par 3 Golf Course, And Extending The Term Of The Agreement From September 30, 2003, As Originally Stipulated, To April 30, 2004, Or Immediately Upon The Closure Of The Normandy Shores Golf Course For Planned Construction/Renovations, Which Ever Occurs First. (Page 147)

(Parks & Recreation)

- C7I A Resolution Setting A Public Hearing For, And Referring To The Land Use And Development Committee, An Application To Approve The Miami Beach Convention Center As A Location For Conventions, Expositions Or Events Involving Adult Materials, Pursuant To The Provisions Of Section 847.0134, Florida Statutes. (Page 160)

(Planning Department)

**C7 - Resolutions** (Continued)

- C7J A Resolution Setting A Public Hearing For, And Referring To The Land Use And Development Committee An Amendment To The Code Of The City Of Miami Beach, By Amending Chapter 142, "Zoning Districts And Regulations," Article IV, "Supplementary District Regulations," Division 2, "Accessory Uses," Section 142-902 "Permitted Accessory Uses," Permitting Commercial Uses In Apartment Buildings In The RM-2 District Bounded By Indian Creek Drive, Collins Avenue, 41<sup>st</sup> Street And 44<sup>th</sup> Street. (Page 167)  
(Planning Department)
- C7K A Resolution Authorizing The Mayor And The City Clerk To Execute A Mutual Aid Agreement With Bal Harbour Village, Florida, For The Purpose Of Coordinating Law Enforcement Planning, Operations, And Mutual Aid Benefit Between The City Of Miami Beach And Bal Harbour Village. (Page 174)  
(Police Department)
- C7L A Resolution Ratifying A Contract In The Amount Of \$135,000, With Branching Out, Inc., For The Installation Of Underground Electrical Conduits And The Installation Of Structural Concrete Foundations For The Placement Of Pole Lights On Lincoln Road. (Page 185)  
(Public Works)
- C7M A Resolution Ratifying A Contract In The Amount Of \$105,000 To Legacy Pools Of South Florida, Inc., For The Demolition Of The Existing Fountains And The Installation Of New Fountains, Pumps, Fountain Lighting, And Fountain Equipment On The 700 And 1000 Blocks Of Lincoln Road. (Page 192)  
(Public Works)
- C7N A Resolution Ratifying A Contract In The Total Amount Of \$96,375, To The Veazey Group, Inc., For The Purchase Of Ground Mounted Up-Light Fixtures And The Purchase Of Pole Mounted Up-Light Fixtures With Duplex Receptacles, As Required For The Lincoln Road Lighting And Fountain Enhancement Project. (Page 203)  
(Public Works)
- C7O A Resolution Approving And Authorizing The Mayor And City Clerk To Execute An Agreement, As Reviewed By The Administration And City Attorney's Office, Evidencing A Termination And Abandonment Of The Utility Easement Provision In A Portion Of The Vacated Street-End Of Cherokee Avenue (Platted As Prairie Avenue), In Favor Of Paul And Ceyda Buechele, Owners Of The Property Located At 460 West 62nd Street. (Page 210)  
(Public Works)
- C7P A Resolution Calling A Public Hearing On January 14, 2004 To Consider Public Comment, As Required By Ordinance No. 92-2783, Regarding The Vacation Of A Portion Of West 29th Street, Street End, West Of Prairie Avenue, In Favor Of Massimo And Jiska Barraca, Owners Of The Adjacent Property Located At 2900 Prairie Avenue. (Page 217)  
(Public Works)

**C7 - Resolutions** (Continued)

- C7Q A Resolution Approving And Authorizing The Mayor And City Clerk To Execute Supplemental Joint Participation Agreement (JPA) Number Two With The Florida Department Of Transportation (FDOT), Awarding \$150,000 In Fiscal Year 2003-04 Service Development Program Funds To The Enhanced Portion Of The Washington Route Of The Electrowave Shuttle Service; And Further Appropriating And Reserving The Funds For Fiscal Year 2004-05 Electrowave Operations, Pending Budget Approval. (Page 222)  
(Public Works)
- C7R A Resolution Authorizing The Appropriation Of \$67,500 In Concurrency Administrative Fees To Determine The Remaining Available Capacity In Sanitary Sewer Pump Stations 1 And 31; The Resulting Report Will Aid In The Review Of The Current Level Of Service Standard For Sanitary Sewer, Used In The City's Concurrency Management System. (Page 233)  
(Public Works)
- C7S A Resolution Authorizing The Issuance Of A Request For Proposals (RFP) To Solicit Proposals To Provide Public Relations Services And Marketing And Communications Consulting Services For The City Of Miami Beach. (Page 242)  
(Tourism & Cultural Development)
- C7T A Resolution Approving Following The Duly Noticed Thirty (30) Day Citizen Comment Period, Substantive Amendments To The One-Year Action Plans For Fiscal Years 2002/03 And 2003/04, For The Reallocation Of \$400,000 In Community Development Block Grant (CDBG) Funds Originally Allocated For The Byron Carlyle Theater Project, To Be Redistributed As Follows: \$300,000 For Normandy Isle Park And Pool Project And \$100,000 For The Construction Of The New Fire Station # 4 Facility; Further Authorizing The Reallocation Of \$300,000 In City Of Miami Beach Quality Of Life/Resort Tax Funding From Fiscal Year 2000/2001 (Year 6), Originally Allocated For The Normandy Isle Park And Pool Project, To The Byron Carlyle Theater Renovation Project; And The Reallocation Of \$100,000 In The General Fund Undesignated Fund Balance For Fire Station 4, To The Byron Carlyle Theater Renovation Project; And Further Authorizing The Mayor And City Clerk To Execute The Related Agreements For The Reallocation Of The Aforementioned Funds. (Page 249)  
(Neighborhood Services)
- C7U A Resolution Authorizing The Issuance Of Request For Proposals (RFP), For The Purpose Of Purchasing Fuel (Automotive) And Other Various Automotive Services For City Vehicles And Equipment At Multiple Locations Within The Private Sector. (Page 256)  
(Fleet Management)
- C7V A Resolution Accepting The City Manager's Recommendation Of Arthur J. Gallagher And Co., As The City's Broker Of Record For Property And Liability Insurance, And Authorizing The Administration To Enter Into Negotiations Arthur J. Gallagher And Co., And If Negotiations Are Successful, Authorizing The Mayor And City Clerk To Execute An Agreement With Arthur J. Gallagher, Pursuant To Request For Proposals (RFP) No. 61-02/03, For The Purpose Of Obtaining Insurance Coverage, As Needed By The City For An Annual Amount Not To Exceed \$25,000. (Page 263)  
(Risk Management)

**C7 - Resolutions** (Continued)

C7W A Resolution Authorizing The Purchase Of 220, 20" Bell Joint Clamps For The Alton Road Project From National Waterworks Inc., As The Sole Source And The Only Authorized Distributor In Florida Of Smith-Blair Clamp, At An Estimated Cost Of \$66,000. (Page 270)  
(Public Works)

C7X Agreements With The Senior Citizens Housing Development Corporation. (Page 277)

1. A Resolution Approving The Business Terms Of A Lease Agreement With The Senior Citizens Housing Development Corporation Of Miami Beach, As Lessor, For The Lease Of The Rooftop, Located At Council Towers North, 1040 Collins Avenue, Miami Beach, Florida, For The Purpose Of Constructing A South End Radio/Antenna Site To House The City's Public Safety Communications System; Said Lease Agreement, At The Rate Of Twelve Thousand Dollars (\$12,000) Per Year, For FY 2003-FY 2004; Including Annual Increases Of 3% Or The CPI-U, Whichever Is Less; With The Entire Rent To Be Waived If Conditions Of The Use Agreement Between The City And Senior Citizens Housing Development Corporation Of Miami Beach, As Approved Pursuant To Resolution No. \_\_\_\_\_ Are In Force; Said Lease Having An Initial Term Of Ten (10) Years, With A Ten (10) Year Renewable Option, At The End Of The Initial Term; Said Lease Agreement Subject To Pending Federal Communications Commission (FCC) Site Approval; And Further Authorizing The Administration And The City Attorney's Office To Negotiate Said Lease Agreement With Senior Citizens Housing Development Corporation Of Miami Beach And Authorizing The Mayor And City Clerk To Execute Same.
2. A Resolution Approving The Business Terms Of A Use Agreement With The Senior Citizens Housing Development Corporation Of Miami Beach For The Use Of Portions Of The City-Owned Parking Lots Located At 540 Collins Avenue (Beneath Council Towers South) And 1040 Collins Avenue (Beneath Council Towers North), Miami Beach, Florida, To Allow For The Installation Of A Security Gate And Fence And Provide Landscaping And Maintenance Related To Same, And Insurance And Indemnity Covering The Use Area; Said Use Agreement For An Initial Term Of Ten (10) Years, With A Ten (10) Year Renewable Option; And Further Authorizing The Administration And The City Attorney's Office To Finalize Said Use Agreement With The Senior Citizens Housing Development Corporation Of Miami Beach, And Authorizing The Mayor And City Clerk To Execute Same.  
(Economic Development)

**End of Consent Agenda**



## PA - Presentations and Awards

- PA1 Certificates Of Completion To Be Presented To The Participants Of The City's  
Community Emergency Response Teams.  
(Neighborhood Services)

AGENDA ITEM PA1  
DATE 11-25-03

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**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**



**Condensed Title:**

Request for Approval to Award a Contract to United Rentals Aerial Equipment and a Purchase Order to Sunbelt Rentals, and Gold Coast Hi-Lift, Inc., in the total amount of \$208,483.70, Pursuant to Invitation to Bid No. 44-02/03, for the Purchase of Heavy Equipment.

**Issue:**

Shall the City Commission approve the award of a contract to United Rentals Aerial Equipment and a Purchase Order to Sunbelt Rentals, and Gold Coast Hi-Lift Inc.?

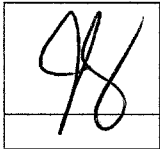
**Item Summary/Recommendation:**

The purpose of the Bid is to establish a contract, by means of sealed bids, to a qualified vendor for the purchase of heavy equipment for the Miami Beach Convention Center and Jackie Gleason Theater of the Performing Arts. This purchase is for two (2) gasoline operated boom lifts, two (2) battery operated two man lifts, two (2) gasoline operated fork lifts, one (1) battery operated single man lift and one (1) battery operated platform lift that will replace the existing equipment that is over fifteen (15) years and requires continual maintenance.

**Advisory Board Recommendation:**

N/A



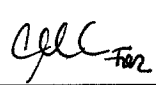
**Financial Information:**

Source of Funds:		Amount	Account	Approved
 Finance Dept.	1	\$33,622.00	Convention Center Capital Account 441.2355.069358	
	2	\$64,989.00	441.2359.069358	
	3	\$13,911.70	441.2362.069358	
	4	\$30,972.00	441.2363.069358	
	5	\$64,989.00	441.2410.069358	
	<b>Total</b>	<b>\$208,483.70</b>		

**City Clerk's Office Legislative Tracking:**

Gus Lopez, Ext. 6641

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager
GL  DT _____	CMC 	 For

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AGENDA ITEM C2A  
DATE 11-25-03

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
[www.miamibeachfl.gov](http://www.miamibeachfl.gov)



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** November 25, 2003

**From:** Jorge M. Gonzalez *JMG*  
City Manager

**Subject:** **REQUEST FOR APPROVAL TO AWARD A CONTRACT TO UNITED RENTALS AERIAL EQUIPMENT AND A PURCHASE ORDER TO SUNBELT RENTALS, AND GOLD COAST HI-LIFT, INC., IN THE TOTAL AMOUNT OF \$208,483.70, PURSUANT TO INVITATION TO BID NO. 44-02/03, FOR THE PURCHASE OF HEAVY EQUIPMENT FOR THE MIAMI BEACH CONVENTION CENTER AND JACKIE GLEASON THEATER OF THE PERFORMING ARTS.**

### **ADMINISTRATION RECOMMENDATION:**

Approve the Award.

### **BID AMOUNT AND FUNDING:**

\$33,622.00	Funding is available from the Convention Center Capital Account No.
	441.2355.069358
\$64,989.00	441.2359.069358
\$13,911.70	441.2362.069358
\$30,972.00	441.2363.069358
<u>\$64,989.00</u>	441.2410.069358
<b>\$208,483.70</b>	

### **ANALYSIS:**

Total funding in the amount of \$35,000,000 has been appropriated from Fiscal Year (FY) 96/97 through 03/04, for the Convention Center and Jackie Gleason Theater of the Performing Arts (TOPA) Capital Projects. Pursuant to the City Commission request for balance updates to be presented with Convention Center and TOPA capital project requests, current preliminary figures through October 31, 2003 show \$24,679,418.06 disbursed, with an additional \$6,044,078.57 encumbered for projects in progress. The total funding available was \$35,000,000. It is estimated that the City will need to expend funds from the \$10,000,000 held for the Cultural Arts Council before the end of FY 03/04.

Invitation to Bid No. 44-02/03 (the "Bid") was issued on July 23, 2003, with an opening date of August 22, 2003. BidNet issued bid notices to twenty-one (21) prospective bidders, which resulted in ten (10) bid packages issued. This resulted in the receipt of nine (9) bids.

The purpose of the Bid is to establish a contract, by means of sealed bids, to a qualified vendor for the purchase of heavy equipment for the Miami Beach Convention Center and Jackie Gleason Theater of the Performing Arts. This purchase is for two (2) gasoline operated boom lifts, two (2) battery operated two man lifts, two (2) gasoline operated fork lifts, one (1) battery operated single man lift and one (1) battery operated platform lift that will replace the existing equipment that is over fifteen (15) years and requires continual maintenance.

The boom lifts, electrical scissor lifts and the single man lift manufactured by JLG Industries, comes with an exclusive "1 & 5" Warranty. This warranty covers all products for one (1) full year and all specified major structural components for five (5) full years. The platform lift manufactured by Genie Industries comes with a warranty that covers all batteries and electrical components for one (1) full year, all hydraulic components for three (3) full years, and structural components (base frame, swing chassis and lift structures) for five (5) full years. The forklifts manufactured by Mitsubishi come with a warranty that covers all components for one (1) full year or 2000 hours which ever occurs first.

References have been checked by the Procurement Division and United Rentals Aerial Division has provided quality equipment and has met or exceeded their proposed delivery schedules to the following satisfied customers:

- Broward County Board of County Commissioners
- Kone Inc.
- Florida Power & Light
- Royal Caribbean Cruise Lines
- Calder Race Course

### **CONCLUSION**

Based on the analysis of the bids received, it is recommended that an award of a contract be made to **UNITED RENTALS AERIAL EQUIPMENT** and a purchase order be issued to **SUNBELT RENTALS, AND GOLD COAST HI-LIFT, INC.**

**BID TABULATION:**

Vendor Name/Description	Unit Price	GRAND TOTAL
<b>United Rentals Aerial Division</b>		
JLG Boom Lift (Model #JLG660SJWS/or Equal) - 2 Each	\$64,989.00	\$129,978.00
JLG Electrical Scissor Lift (Model #JLG3246E2/orEqual) - 2 Each	\$15,486.00	\$30,972.00
Genie Runabout Platform Lift (Model #GR-15/orEqual) - 1 Each	\$9,447.00	\$9,447.00
JLG Single Man Lift (Model # JLG30AM/or Equal) - 1 Each	\$5,301.00	\$5,301.00
Mitsubishi Forklifts (Model # FG30K/or Equal) - 2 Each	\$16,811.00	\$33,622.00
<b>Sunbelt Rentals</b>		
JLG Boom Lift (Model #JLG660SJWS/or Equal) - 2 Each	\$66,194.00	\$132,388.00
JLG Electrical Scissor Lift (Model #JLG3246E2/orEqual) - 2 Each	\$15,569.00	\$31,138.00
Genie Runabout Platform Lift (Model #GR-15/orEqual) - 1 Each	\$9,107.00	\$9,107.00
JLG Single Man Lift (Model # JLG30AM/or Equal) - 1 Each	\$5,399.00	\$5,399.00
Mitsubishi Forklifts (Model # FG30K/or Equal) - 2 Each	N/B	
<b>Gold Coast Hi-Lift</b>		
JLG Boom Lift (Model #JLG660SJWS/or Equal) - 2 Each	\$66,394.92	\$132,789.84
JLG Electrical Scissor Lift (Model #JLG3246E2/orEqual) - 2 Each	\$15,590.88	\$31,181.76
Genie Runabout Platform Lift (Model #GR-15/orEqual) - 1 Each	* \$9,054.63	\$9,054.63
JLG Single Man Lift (Model # JLG30AM/or Equal) - 1 Each	\$4,804.70	\$4,804.70
Mitsubishi Forklifts (Model # FG30K/or Equal) - 2 Each	N/B	
* Bid on a JLG DVL15, which is not an acceptable "or Equal"		
<b>National Lift Truck Service</b>		
JLG Boom Lift (Model #JLG660SJWS/or Equal) - 2 Each	\$72,837.00	\$145,674.00
JLG Electrical Scissor Lift (Model #JLG3246E2/orEqual) - 2 Each	\$18,494.00	\$36,988.00
Genie Runabout Platform Lift (Model #GR-15/orEqual) - 1 Each	\$9,858.00	\$9,858.00
JLG Single Man Lift (Model # JLG30AM/or Equal) - 1 Each	\$5,789.00	\$5,789.00
Mitsubishi Forklifts (Model # FG30K/or Equal) - 2 Each	\$16,885.00	\$33,770.00

<b>Rina Lift</b>		
JLG Boom Lift (Model #JLG660SJWS/or Equal) - 2 Each	N/B	
JLG Electrical Scissor Lift (Model #JLG3246E2/orEqual) - 2 Each	N/B	
Genie Runabout Platform Lift (Model #GR-15/orEqual) - 1 Each	N/B	
JLG Single Man Lift (Model # JLG30AM/or Equal) - 1 Each	N/B	
Mitsubishi Forklifts (Model # FG30K/or Equal) - 2 Each	\$19,106.00	\$38,212.00
<b>Neff Rental</b>		
JLG Boom Lift (Model #JLG660SJWS/or Equal) - 2 Each	\$78,988.00	\$157,976.00
JLG Electrical Scissor Lift (Model #JLG3246E2/orEqual) - 2 Each	\$18,037.00	\$36,074.00
Genie Runabout Platform Lift (Model #GR-15/orEqual) - 1 Each	\$9,289.00	\$9,289.00
JLG Single Man Lift (Model # JLG30AM/or Equal) - 1 Each	\$5,698.00	\$5,698.00
Mitsubishi Forklifts (Model # FG30K/or Equal) - 2 Each	N/B	
<b>Nations Rent</b>		
JLG Boom Lift (Model #JLG660SJWS/or Equal) - 2 Each	\$66,635.00	\$133,270.00
JLG Electrical Scissor Lift (Model #JLG3246E2/orEqual) - 2 Each	\$15,935.00	\$31,870.00
Genie Runabout Platform Lift (Model #GR-15/orEqual) - 1 Each	<b>** \$8,895.00</b>	\$9,447.00
<b>** Bid on a JLG DVL15, which is not an acceptable "or Equal"</b>	<b>(Alt.) \$9,479.00</b>	
JLG Single Man Lift (Model # JLG30AM/or Equal) - 1 Each	\$5,117.00	\$5,117.00
Mitsubishi Forklifts (Model # FG30K/or Equal) - 2 Each	\$17,589.00	\$35,178.00
<b>Nationswide Lift Trucks, Inc.</b>		
JLG Boom Lift (Model #JLG660SJWS/or Equal) - 2 Each	N/B	
JLG Electrical Scissor Lift (Model #JLG3246E2/orEqual) - 2 Each	N/B	
Genie Runabout Platform Lift (Model #GR-15/orEqual) - 1 Each	N/B	
JLG Single Man Lift (Model # JLG30AM/or Equal) - 1 Each	N/B	
Mitsubishi Forklifts (Model # FG30K/or Equal) - 2 Each	\$18,699.00	\$37,398.00
<b>Barloworld Handling LP</b>		
JLG Boom Lift (Model #JLG660SJWS/or Equal) - 2 Each	\$71,667.00	\$143,374.00
	<b>(Alt.) \$71,093.00</b>	
JLG Electrical Scissor Lift (Model #JLG3246E2/orEqual) - 2 Each	\$17,198.00	\$34,396.00
Genie Runabout Platform Lift (Model #GR-15/orEqual) - 1 Each	\$9,978.00	\$9,978.00
JLG Single Man Lift (Model # JLG30AM/or Equal) - 1 Each	\$5,987.00	\$5,987.00
Mitsubishi Forklifts (Model # FG30K/or Equal) - 2 Each	\$17,566.00	\$35,132.00

**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**



**Condensed Title:**

Request for Approval to Award Contracts to All Power Generators Corporation and Condo Electric Motor Repair, on a per Location Basis, both as Primary and Secondary Vendors, Pursuant to Invitation to Bid No. 56-02/03, for the Preventive Maintenance Agreement for Emergency Generators, in the Estimated Annual Amount of \$28,188.

**Issue:**

Shall the City Commission Approve the Award of Contracts to All Power Generators Corporation and Condo Electric Motor Repair?

**Item Summary/Recommendation:**

The purpose of this Bid is to establish a contract, by means of sealed bids, for preventive maintenance agreement for emergency generators now in operation within the City, and such additions, modifications or deletions as may occur during the life of the contract, from a source of supply that will give prompt and efficient service.

The bid is recommended so that of the two lowest bidders, the lowest bidder per specific location is awarded the primary contract with the other bidder the secondary contract. Each of the two low bidders had locations for which they were the lowest and are recommended as the primary contract.

The contract with All Power Generators Corporation and Condo Electric Motor Repair shall remain in effect from time of award until September 30, 2004. The contract may be extended for an additional three (3) years, on a year-to-year basis, if mutually agreed by upon both parties.

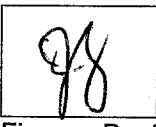
Should All Power Generators or Condo Electric not provide satisfactory service in accordance with the Terms and Conditions of the contract, the Administration will utilize the secondary vendors.

APPROVE THE AWARD.

**Advisory Board Recommendation:**

N/A

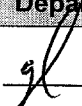


**Financial Information:**

<b>Source of Funds:</b>  Finance Dept.		<b>Amount</b>	<b>Account</b>	<b>Approved</b>
	1	\$22,188	520.1720.000325 Property Management	
	2	\$6,000	520.1720.000342 Property Management	
	3			
	4			
	<b>Total</b>	<b>\$28,188</b>		

**City Clerk's Office Legislative Tracking:**

Gus Lopez, Ext. 6641

**Sign-Offs:**

<b>Department Director</b>		<b>Assistant City Manager</b>	<b>City Manager</b>
GL 	FB _____	RCM 	

T:\AGENDA\2003\nov2503\consent\generator maint bid 56 summary.doc

AGENDA ITEM

C2B

DATE

11-25-03

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

To: Mayor David Dermer and  
Members of the City Commission

Date: November 25, 2003

From: Jorge M. Gonzalez  
City Manager

Subject: **REQUEST FOR APPROVAL TO AWARD CONTRACTS TO ALL POWER GENERATORS CORPORATION, AND CONDO ELECTRIC MOTOR REPAIR, ON A PER LOCATION BASIS, BOTH AS PRIMARY AND SECONDARY VENDORS, PURSUANT TO INVITATION TO BID NO. 56-02/03, FOR THE PREVENTIVE MAINTENANCE AGREEMENT FOR EMERGENCY GENERATORS, IN THE ESTIMATED ANNUAL AMOUNT OF \$28,188.**

### ADMINISTRATION RECOMMENDATION

Approve the Award of Contracts.

### BID AMOUNT AND FUNDING

\$28,188 Funds are available from Property Management Accounts 520.1720.000342 and 520.1720.000325, allocated for Fiscal Year 03/04 for generator maintenance and repairs.

### ANALYSIS

Invitation to Bid No. 56-02/03 (the "Bid") was issued on July 29, 2003, with an opening date of September 4, 2003. BidNet issued bid notices to (6) prospective bidders. Additionally, the Procurement Division sent the bid announcement to the Blue Book online bidding system "BB-Bid", thus inviting another (36) prospective bidders. The notices resulted in the receipt of three (3) bids.

The purpose of the Bid is to establish a contract, by means of sealed bids, for preventive maintenance agreement for emergency generators now in operation within the City, and such additions, modifications or deletions as may occur during the life of the contract, from a source of supply that will give prompt and efficient service. The contractor shall provide all plant, labor, parts, materials, transportation and equipment necessary to repair and maintain the designated generator equipment.

The Bid requested the cost of performing an annual load test. The total annual cost of the maintenance is inclusive of the load test, which may be performed during regular business hours or overtime. Load tests are normally done after hours or on weekends in office buildings due to the disruptive nature of possible power outages. It has been determined by Public Works that most of the City's facilities where load tests will be performed would require after hours or weekend testing.

The bid is recommended so that of the two lowest bidders, the lowest bidder per specific location is awarded the primary contract with the other bidder the secondary contract. Each of the two low bidders had locations for which they were the lowest and are recommended as the primary contract. The Procurement Division obtained favorable references on All Power from the following agencies:

- Cingular Wireless;
- University of Miami;
- Safe Harbor Leasing; and
- Liberty Property Trust.

The Procurement Division obtained favorable references on Condo Electric from the following agencies:

- City of Hollywood;
- Florida Department of Transportation;
- White Rock Quarries; and
- City of Pembroke Pines.

Regarding past performance issues of Condo Electric with the County, we have researched the following information, which leads us to consider Condo as a source for goods and services, being afforded the opportunity to compete under the City's fair and open competitive processes:

On December 18, 2002, former County Manager Steve Shiver issued a memorandum that directed "all Miami-Dade County departments not to award contracts or discretionary work orders to Condo Electric Motor Repair Corporation or Condo Electric Industrial Supply of Orlando, Inc." On August 18, 2003, Miami-Dade County and Condo Electric entered into a settlement agreement that restored Condo Electric to an approved supplier status with all Miami-Dade County departments. Said settlement agreement further states that "the County and Condo Companies acknowledge that no wrongdoing was committed by the Condo Companies."

On August 26, 2003, County Procurement Director Ted Lucas issued a memorandum to all County Department Directors and Procurement Liaisons, which informed them that Condo Companies (including Condo Electric) was "returned to active vendor status and the unrestricted opportunity to do business with the County."

The contract with All Power and Condo Electric shall remain in effect from time of award until **September 30, 2004**. The contracts may be extended for an additional three (3) years, on a year-to-year basis, if mutually agreed by upon both parties.

### **RECOMMENDATION**

Based on the analysis of the bids received, it is recommended that the City award contracts to the lowest and best bidders, per location, **All Power Generators Corporation and Condo Electric Motor Repair.**



## **BID TABULATION**

Award per Location: Primary = Bold; Secondary = \*

		Condo Electric Motor Repair		All Power Generators		Power Depot	
Location		MAINTENANCE AGREEMENT (Inclusive of Cost of Annual Load Test Performed During Overtime)					
1	Fire Station #1 1 Generator	\$ 1,125/year		\$ 1,525/year*		\$ 6,225/year	
2	Fire Station #2 Maint. Building 1 Generator	1,785*		1,405		4,680	
3	Fire Station #2 1 Generator	1,575*		1,405		5,890	
4	Fire Station #3 1 Generator	1,225		1,525*		5,890	
5	Fire Station #4 1 Generator	1,225		1,405*		4,680	
6	Police Station 2 Generators	4,170*		3,800		15,300	
7	City Hall 1 Generator	2,085*		1,845		7,500	
8	Bass Museum 1 Generator	2,085*		1,645		7,500	
9	42 <sup>nd</sup> St. Garage 1 Generator	1,475		1,500*		4,750	
10	17 <sup>th</sup> St. Garage 1 Generator	1,475*		1,405		5,890	
11	16 <sup>th</sup> St. Garage 1 Generator	1,475		1,500*		5,890	
12	Annual Load Test per generator	\$350		\$150		\$675	
13	Addl. cost if test done on overtime per generator	\$125		\$ 0		\$350	
14	Total Annual Cost on Awarded locations:	\$6,525.00		\$11,505.00		No Award	
ADD OPTION –STANDBY GENERATOR							
1	60 KVA	\$300/day	\$500/wk	\$275/day	\$800/wk	\$140/day	\$420/wk
2	100 KVA	\$475/day	\$600/wk	\$375/day	\$900/wk	\$200/day	\$600/wk
3	500 KVA	\$1,900/day	\$2,530/wk	\$750/day	\$1,800/wk	\$600/day	\$1,800/wk
WORK NOT COVERED UNDER MAINTENANCE AGREEMENT (Estimated \$6,000/Year)							
1	Straight Time	30.00/hr		50.00/hr		\$75.00/hr	
2	Overtime repairs	\$45.00/hr		50.00/hr		\$112.50/hr	

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**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**



**Condensed Title:**

Request for Approval to Award Contracts to Various Vendors Pursuant To Invitation To Bid No. 11-02/03, for the Purchase of Plumbing Equipment Parts and Supplies, in the Estimated Annual Total Amount of \$150,000.

**Issue:**

Shall the City Commission Approve the Award of Contracts to Various Vendors?

**Item Summary/Recommendation:**


The purpose of the Bid is to establish contracts for the supply of Plumbing Equipment, Parts and Supplies to the City of Miami Beach, on an as needed basis. The term of the contracts shall be from date of award through September 30, 2004. The contracts may be extended by the Administration for three additional one (1) year periods, providing the successful bidders will agree to maintain the same terms and conditions of the current contract.

APPROVE THE AWARD OF CONTRACTS.

**Advisory Board Recommendation:**

N/A


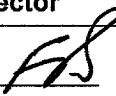
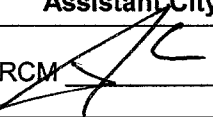
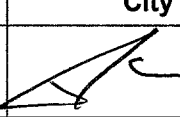
**Financial Information:**

Source of Funds:		Amount	Account	Approved
 Finance Dept.	1	\$60,000.00	Property Management Repairs & Maintenance Acct. 520.1720.000342	
	2	\$35,000.00	Property Management Capital Acct. 520.1720.000674	
	3	\$55,000.00	Property Management Warehouse Acct. 520.1730.000486	
	4			
	<b>Total</b>	<b>\$150,000.00</b>		

**City Clerk's Office Legislative Tracking:**

Gus Lopez, Ext. 6641

**Sign-Offs:**

Department Director		Assistant City Manager	City Manager
GL 	FB 	RCM 	

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** November 25, 2003

**From:** Jorge M. Gonzalez  
City Manager

**Subject: REQUEST FOR APPROVAL TO AWARD CONTRACTS TO VARIOUS VENDORS PURSUANT TO INVITATION TO BID NO. 11-02/03, FOR THE PURCHASE OF PLUMBING EQUIPMENT PARTS AND SUPPLIES, IN THE ESTIMATED ANNUAL TOTAL AMOUNT OF \$150,000.**

### **ADMINISTRATION RECOMMENDATION**

Approve the Award of Contracts.

### **FUNDING**

\$150,000 Estimated total annual amount based in previous usage. Funds are available from Property Management Accounts 520.1720.000342, 520.1720.000674 and 520.1730.000486

### **ANALYSIS:**

Invitation to Bid No. 11-02/03 (the "Bid") was issued on August 19, 2003, with an opening date of September 18, 2003. BidNet issued bid notices to (10) prospective bidders. Additionally, the Procurement Division sent the bid announcement to the Blue Book online bidding system "BB-Bid", thus inviting another (48) prospective bidders. The notices resulted in the receipt of four (4) responsive bids, and one non-responsive bid. The non-responsive bidder (Best Plumbing Supplies) did not meet the criteria established by the Bid.

The purpose of the Bid is to establish contracts for the supply of plumbing equipment, parts and supplies to the City of Miami Beach, on an as needed basis. All bidders which meet or exceed the criteria established by the Bid are awarded contracts that may be utilized by the Property Management Division for the procurement of plumbing related equipment, parts and supplies, on an as needed basis. Award of individual standing orders will be based on the vendor's pricing and availability of materials at the time need arises.

The term of the contracts shall be from date of award through September 30, 2004. The contracts may be extended by the Administration for three additional one (1) year periods, providing the successful bidders will agree to maintain the same terms and conditions of the current contract.

The Procurement Division has verified that the companies being recommended for award are not in the Miami-Dade County or State of Florida Suspended Vendor List.

### **RECOMMENDATION**

It is recommended that contracts be awarded to the various responsive, responsible bidders meeting the requirements of the Bid.

### **VENDORS RECOMMENDED FOR AWARD**

#### **Maintenance Warehouse**

2701 SW 32<sup>nd</sup> Avenue  
Pembroke Pines, FL 33023  
Tel: 954-961-1843  
Fax: 954-961-5068  
Contact: Becky Ortega

#### **A&B Pipe & Supply, Inc.**

6500 N.W. 37<sup>th</sup> Avenue  
Miami, FL 33147  
Tel: 305-691-5000  
Fax: 305-696-6810  
Contact: Maikel Quintana

#### **Lehman Pipe & Supply**

230 N.W. 29<sup>th</sup> Street  
Miami, FL 33127  
Tel: 305-576-3054  
Fax: 305-576-3066  
Contact: Dennis Lehman

#### **Lawrence Plumbing Supply**

20000 N.E. 15<sup>th</sup> Court  
North Miami Beach, FL 33179  
Tel: 305-652-4191  
Fax: 305-652-3704  
Contact: Mark Flecker

**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**



**Condensed Title:**

Request for Approval to Award Contracts to Various Vendors Pursuant To Invitation To Bid No. 12-02/03, for the Purchase of Electrical Supplies, in the Estimated Annual Total Amount of \$111,000.

**Issue:**

Shall the City Commission Approve the Award of Contracts to Various Vendors?

**Item Summary/Recommendation:**


The purpose of the Bid is to establish contracts for the supply of Electrical Parts and Supplies to the City of Miami Beach, on an as needed basis. The term of the contracts shall be from date of award through September 30, 2004. The contracts may be extended by the Administration for three additional one (1) year periods, providing the successful bidders will agree to maintain the same terms and conditions of the current contract.

APPROVE THE AWARD OF CONTRACTS.

**Advisory Board Recommendation:**

N/A

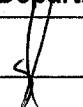
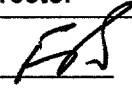
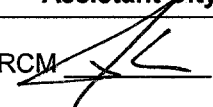

**Financial Information:**

Source of Funds:		Amount	Account	Approved
 Finance Dept.	1	\$56,000.00	Property Management Repairs and Maintenance Acct. 520.1720.000342	
	2	\$55,000.00	Property Management Warehouse Acct. 520.1730.000486	
	3			
	4			
	<b>Total</b>	<b>\$111,000.00</b>		

**City Clerk's Office Legislative Tracking:**

Gus Lopez, Ext. 6641

**Sign-Offs:**

Department Director		Assistant City Manager	City Manager
GL 	FB 	RCM 	

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** November 25, 2003

**From:** Jorge M. Gonzalez  
City Manager

**Subject: REQUEST FOR APPROVAL TO AWARD CONTRACTS TO VARIOUS VENDORS PURSUANT TO INVITATION TO BID NO. 12-02/03, FOR THE PURCHASE OF ELECTRICAL SUPPLIES, IN THE ESTIMATED ANNUAL TOTAL AMOUNT OF \$111,000.**

### ADMINISTRATION RECOMMENDATION

Approve the Award of Contracts.

### FUNDING

\$111,000 Estimated total annual amount based in previous usage. Funds are available from Property Management Accounts 520.1720.000342, and 520.1730.000486

### ANALYSIS:

Invitation to Bid No. 11-02/03 (the "Bid") was issued on August 19, 2003, with an opening date of September 24, 2003. BidNet issued bid notices to (44) prospective bidders. Additionally, the Procurement Division sent the bid announcement to the Blue Book online bidding system "BB-Bid", thus inviting another (31) prospective bidders. The notices resulted in the receipt of nine (9) bids.

The purpose of the Bid is to establish contracts for the supply of electrical parts and supplies to the City of Miami Beach, on an as needed basis. All bidders which meet or exceed the criteria established by the Bid are awarded contracts that may be utilized by the Property Management Division for the procurement of electrical supplies, on an as needed basis. Award of individual standing orders will be based on the vendor's pricing and availability of materials at the time need arises.

The term of the contracts shall be from date of award through September 30, 2004. The contracts may be extended by the Administration for three additional one (1) year periods, providing the successful bidders will agree to maintain the same terms and conditions of the current contract.

The Procurement Division has verified that the companies being recommended for award are not in the Miami-Dade County or State of Florida Suspended Vendor List.

### **RECOMMENDATION**

It is recommended that contracts be awarded to the various responsive, responsible bidders meeting the requirements of the Bid.

### **VENDORS RECOMMENDED FOR AWARD**

**Maintenance Warehouse**  
2701 SW 32<sup>nd</sup> Avenue  
Pembroke Pines, FL 33023  
Tel: 954-961-1843  
Fax: 954-961-5068  
Contact: Becky Ortega

**South Dade Electrical**  
13100 S.W. 87<sup>th</sup> Avenue  
Miami, FL 33176  
Tel: 305-238-7131  
Fax: 305-252-5254  
Contact: Tim Ford

**G.E. Supply**  
8155 N.W. 77<sup>th</sup> Court, Ste. 3  
Medley, FL 33166  
Tel: 800-273-7320  
Fax: 800-773-9743  
Contact: Tammy Humes

**Graybar Electric Co.**  
2111 N.W. 22<sup>nd</sup> Avenue  
Miami, FL 33142  
Tel: 305-575-1100  
Fax: 305-326-0236  
Contact: Bill Naranjo

**Rexel Consolidated**  
5701 N.W. 35<sup>th</sup> Avenue  
Miami, FL 33142  
Tel: 305-633-9565  
Fax: 305-633-2579  
Contact: Robert M. Layne

**Mercedes Electric Supply, Inc.**  
8550 N.W. South River Drive  
Miami, FL 33166  
Tel: 305-887-5550  
Fax: 305-887-8761

**City Electric Supply Co.**  
15451 N.W. 33<sup>rd</sup> Place  
Miami, FL 33054  
Tel: 305-953-4090  
Fax: 305-953-4017  
Contact: Eric Domenech

**Condo Electric Industrial Supply, Inc.**  
3746 East 10<sup>th</sup> Court  
Hialeah, FL 33013  
Tel: 305-691-5400  
Fax: 305-691-6564  
Contact: Jose G. Espinola

**Royal Electrical Supply, Inc.**  
3680 N.W. 54<sup>th</sup> Street  
Miami, FL 33142  
Tel: 305-634-4600  
Fax: 305-635-2877  
Contact: Luis Norda



**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**



**Condensed Title:**

Request for Approval to Award a Contract to Thermo Air, Inc., Pursuant to Invitation to Bid No. 51-02/03, for the Smoke Evacuation Fans and Dampers Replacement at the Police Station in the Amount of \$39,200.

**Issue:**

Shall the City Commission Approve the Award of a contract to Thermo Air, Inc?

**Item Summary/Recommendation:**

The work specified in this Bid consists of furnishing all labor, machinery, tools, means of transportation, supplies, equipment, materials, services necessary for the smoke evacuation fans and dampers replacement at the Police Station.

The lowest and best bid was received from Thermo Air, Inc. This contractor has been in business for 50 years as a specialty mechanical contractor (AC). This contractor provides excellent A/C services to the City.

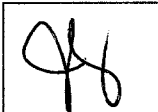
Thermo Air shall be substantially completed in **twenty-one (21)** calendar days from the issuance of the second notice to proceed and completed and ready for final payment within **seven (7)** calendar days from the date certified by the Project Manager as date of substantial completion.

APPROVE THE AWARD.

**Advisory Board Recommendation:**

N/A


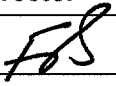
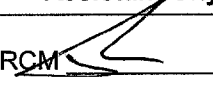
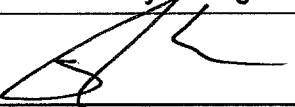
**Financial Information:**

Source of Funds:	Amount	Account	Approved
 Finance Dept.	<b>1</b>	\$39,200.00	520.1720.000674. (Property Capital)
	<b>2</b>		
	<b>3</b>		
	<b>4</b>		
	<b>Total</b>	\$39,200.00	

**City Clerk's Office Legislative Tracking:**

GUS LOPEZ, Ext. 6641

**Sign-Offs:**

Department Director		Assistant City Manager	City Manager
GL 	FB 	RCM 	

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** November 25, 2003

**From:** Jorge M. Gonzalez  
City Manager

**Subject:** **REQUEST FOR APPROVAL TO AWARD A CONTRACT TO THERMO AIR, INC., PURSUANT TO INVITATION TO BID NO. 51-02/03, FOR THE SMOKE EVACUATION FANS AND DAMPERS REPLACEMENT AT THE POLICE STATION IN THE AMOUNT OF \$39,200.**

### **ADMINISTRATION RECOMMENDATION:**

Approve the Award.

### **BID AMOUNT AND FUNDING:**

\$39,200 Funds are available from Acct. 520.1720.000674 (Property Capital)

### **ANALYSIS:**

Invitation to Bid No. 51-02/03 (the "Bid") was issued on August 21, 2003, with an opening date of September 25, 2003. BidNet issued bid notices to (7) prospective bidders. Additionally, the Procurement Division sent the bid announcement to the Blue Book online bidding system "BB-Bid", thus inviting another (95) prospective bidders. The notices resulted in the receipt of two (2) responsive bids and one non-responsive bid. The non-responsive bid (City Air, Inc.) failed to specify the equipment being offered.

The work specified in the Bid consists of furnishing all labor, machinery, tools, means of transportation, supplies, equipment, materials, and services necessary for the smoke evacuation fans and dampers replacement at the police station. Contractor shall remove and replace four (4) existing smoke evacuation fans located on the first, second, third and fourth floors and four (4) existing smoke evacuation dampers located on the first, second, third and fourth floors. Contractor shall furnish all fans, dampers, duct work, access panels, controls, electrical, equipment, engineering drawings and permits necessary to successfully complete the work.

Additionally, the Bid was issued with an add option to be provided only if bidder was unable to supply a fan for the 4<sup>th</sup> floor that can be dismantled in order to gain access to the mechanical room. Bidders who did not offer a fan that could be dismantled, were to provide the cost of bringing the unit to the 4<sup>th</sup> floor mechanical room through the lobby area of the Police Station using a lift.

The lowest and best bid was received from Thermo Air, Inc. ("Thermo"). Thermo has been in business for 50 years as a specialty mechanical contractor (AC). Thermo provides excellent A/C services to the City. In 1995, Thermo successfully completed the cooling tower installation at the Police Station, in the amount of \$64,170; since August 2002, Thermo has also worked on the A/C systems of Normandy Golf Course, Fire Station #2 and Tower 41 for a total of \$29,565. Additionally, the Procurement Division obtained favorable references from the following agencies:

- Ramada Hollywood Beach Resort
- MDCPS-Energy Safety Communications
- Parsons

Thermo shall be substantially completed within **twenty-one (21)** calendar days from the issuance of the second notice to proceed and completed and ready for final payment within **seven (7)** calendar days from the date certified by the Project Manager as date of substantial completion.

### **RECOMMENDATION**

Based on the analysis of the bids received, it is recommended that the City award the contract to the lowest and best bidder, **THERMO AIR, INC.**

### **BID TABULATION:**

<b>VENDOR</b>	<b>Base Bid</b>	<b>Add Option</b>	<b>Bid Amount</b>
<b>Thermo Air, Inc.</b>	\$39,200	-	<b>\$39,200</b>
City Air, Inc. (Non-responsive)	\$41,550	\$1,500	\$43,050
Environmental Control, Inc	\$67,518	\$1,272	\$68,790

**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**



**Condensed Title:**

Request For Approval to Award a Contract to Delta Control Engineer, Inc., Pursuant to Invitation to Bid No.41-02/03, for the Inspection and Maintenance Services for Pump Control, Telemetering, and General Control Equipment for the Water and Sewer Pumping Stations in the Estimated Amount of \$75,000.

**Issue:**

Shall the City Commission Award a Contract to Delta Control Engineer Inc.?

**Item Summary/Recommendation:**

The purpose of this Invitation to Bid No. 41-02/03 (the "Bid") is to establish a contract, by means of sealed bids, to the most responsive and responsible Bidder for the inspection and maintenance services for the pump control, telemetering, and general control equipment for the water and sewer pumping stations in the City of Miami Beach, on an as needed basis.

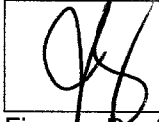
The work specified in this bid consists of furnishing all labor, machinery, tools, means of transportation, supplies, equipment, materials, services necessary for providing inspection and maintenance services for pump control, telemetering, and general control equipment for the City of Miami Beach. The work covered by these specifications is the field inspection and maintenance of the pump control and telemetering equipment at several pumping stations and the central control station. The inspection and maintenance service shall include the replacement, repair, adjustment and/or recalibration of the equipment and its components. All work shall be in accordance with the equipment manufacturer's recommendations.

**APPROVE THE AWARD.**

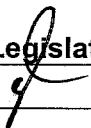
**Advisory Board Recommendation:**

N/A


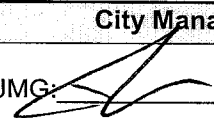
**Financial Information:**

Source of Funds:		Amount	Account	Approved
 Finance Dept.	1	\$25,000	425.0410.000.325	
	2	\$50,000	425.0420.000325	
	3			
	4			
	Total			

**City Clerk's Office Legislative Tracking:**

Gus Lopez, Ext. 6641 

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager
FB: 	RCM: 	JMG: 

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AGENDA ITEM C2F

DATE 11-25-03

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** November 25, 2003

**From:** Jorge M. Gonzalez  
City Manager

**Subject:** **REQUEST FOR APPROVAL TO AWARD A CONTRACT TO DELTA CONTROL ENGINEER, INC., PURSUANT TO INVITATION TO BID NO. 41-02/03 FOR THE INSPECTION AND MAINTENANCE SERVICES FOR PUMP CONTROL, TELEMETERING, AND GENERAL CONTROL EQUIPMENT FOR THE WATER AND SEWER PUMPING STATIONS IN THE ESTIMATED AMOUNT OF \$75,000.**

### ADMINISTRATION RECOMMENDATION

Approve the Award.

### FUNDING

Funding is available from the Public Works Department

\$50,000	425.0420.000.325	Public Works Sewer Division.
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\$25,000	425.0410.000.325	Public Works Water Division.
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### ANALYSIS

The purpose of this Invitation to Bid No. 41-02/03 (the "Bid") is to establish a contract, by means of sealed bids, to the most responsive and responsible Bidder for the inspection and maintenance services for the pump control, telemetering, and general control equipment for the water and sewer pumping stations in the City of Miami Beach, on an as needed basis.

The work specified in this bid consists of furnishing all labor, machinery, tools, means of transportation, supplies, equipment, materials, services necessary for providing inspection and maintenance services for pump control, telemetering, and general control equipment for the City of Miami Beach. The work covered by these specifications is the field inspection and maintenance of the pump control and telemetering equipment at several pumping stations and the central control station. The inspection and maintenance service shall include the replacement, repair, adjustment and/or recalibration of the equipment and its components. All work shall be in accordance with the equipment manufacturer's

recommendations.

Invitation to Bid No. 41-02/03 (the "Bid") was issued on July 30, 2003, with an opening date of August 28, 2003. A pre-bid conference was held on August 11, 2003. BidNet® issued bid notices to 15 prospective bidders, resulting in four (4) vendors requesting bid packages, which resulted in the receipt of two (2) responsive bids. They are as follows:

- Delta Control Engineering, Inc.
- Engineering Control Services, Inc

The tabulated results are attached. **(See Attachment #1)**

The minimum scope of work requirements are attached and will be incorporated into the Contract. **(See Attachment #2)**

References have been checked by Procurement staff and Delta Control Engineer comes highly recommended. Delta Control Engineer, Inc. has been in business for 24 years as an Instrumentation Contractor, and pursuant to the reference checks, the information provided indicates that Delta Control Engineer Inc. provides quality work and completes all jobs within the required date.

The contract term will be for a period of two (2) years from the time of award by the Mayor and City Commission and may be renewed providing that Delta Control Engineering Inc. will agree to maintain the same price, terms and conditions of the current contract, this contract could be extended by mutual agreement for an additional three (3) years, on a year to year basis, if mutually agreed upon by both parties.

## **CONCLUSION**

The Administration recommends that the contract be awarded to the lowest and best Bidder Delta Control Engineering Inc., pursuant to Bid No. 41-02/03, for the inspection and maintenance services for the pump control, telemetering, and general control equipment for the water and sewer pumping stations in, the estimated amount of \$75,000.

**ATTACHMENT #1**  
**BID #41-02/03**

**TABULATION SHEET**

ITEM	Delta Control Engineering Inc.	Engineering Control Services Inc.
Regular Schedule Visits:		
a) Hourly Rate	<b>\$44.00 per hour</b>	\$55.00 per hour
b) Estimated annual amount based on 832 hours a year	<b>\$36,608.00</b>	\$45,760.00
Emergency Visits:		
a) Hourly Rate	<b>\$44.00 per hour</b>	\$65.00 per hour
b) Estimated annual amount based on 300 hours a year	<b>\$13,200.00</b>	\$19,500.00
Overtime:		
a) Hourly Rate	<b>\$44.00 per hour</b>	\$65.00
b) Estimated annual amount based on 40 hours a year	<b>\$1,760.00</b>	\$2,600.00
<b>Grand Total</b>	<b>\$51,568.00</b>	<b>\$67,860.00</b>

**ATTACHMENT #2**  
**BID #41-02/03 – SPECIFICATIONS**

**MINIMUM SPECIFICATIONS:**

**GENERAL:**

Furnish all labor, equipment, tools and instrumentation required in the performance of the inspection and maintenance services covered by this Contract. Instrumentation to be furnished shall include, but not be limited to, standard oscilloscope, volt-ohm meters, dial indicators, pressure gauges, feeler gauges, and small tools needed to work on the electronic instruments and equipment.

**SCOPE:**

The work covered by these specifications is the field inspection and maintenance of the pump control and telemetering equipment at several pumping stations and the central control station. The inspection and maintenance service shall include the replacement, repair, adjustment and/or recalibration of the equipment and its components. All work shall be in accordance with the equipment manufacturer's recommendations.

**WATER PUMPING STATIONS:**

The work covered by these specifications shall include maintenance on Water Stations Pump Control, to include Telemetry System, high voltage (4160 VAC), switchgear, level transmitters, pressure transmitters, automatic tank fill control system and high voltage controls.

**TELEMETRY:**

Telemetry Communications Systems consist of the following equipment: frequency shift transmitters, receivers, and scanners manufactured by: **INIVEN, SPARLING, QUINDEN, AUTOCON, and METAMETER.**

**FLOWMETERS:**

Pressure transducers/transmitters magnetic flowmeters, recording equipment analog as well as digital Manufactured by **FOXBORO, PARTLOW, CHESSEL, BRISTOL, SPARLING, ROSEMOUNT, YOKOGAWA AND ISCO.**

Bidders **MUST** have all **NIST** traceable certified equipment necessary to calibrate and certify the accuracy of all the City flowmeters on at least a quarterly basis or as needed.

**EQUIPMENT:**

The following is a list of equipment for which inspection and maintenance services shall be provided. **Bidders shall be qualified/certified to be able to Repair, Rebuild and provide service maintenance to the following:**



A. **VARIABLE SPEED CONTROL EQUIPMENT:**

- (1) Flomatcher equipment for wound rotor motors speed control located in **five (5)** pumping stations.
- (2) Bidders must have facilities and experience in rebuilding and manufacturing wound rotor motor **General Electric** liquistat and **FloMatcher** load cells.
- (3) Repair variable frequency drives inverters up to 350HP, repair electric valve actuators manufactured by Limitorque.

**Both the Flomatcher and GE liquistat variable speed controls contain relays, controllers, converters, pressure switches and other equipment which must be serviced.**

B. **CONSTANT SPEED CONTORL EQUIPMENT:**

There are eleven (11) small submersible stations that have relatively simple pump controls for the submersible pumps manufactured by Electric Specialties of Orlando, Florida. The equipment consists of relays, timers, pressure switches, starters, breakers, selector switches and telemetry for monitoring.

C. **TELEMETERING EQUIPMENT:**

This equipment was manufactured by **Iniver, Metameter, Autocon, Sparling and Quindar** and integral monitoring system for all 23 sewer stations and 4 water station. A central control panel is located in the Public Works building at 451 Dade Boulevard. This control panel receives all alarms and controls the water stations. Each station in turn also contain the remote component of telemetry system. The scope of work includes repairing and calibrating this equipment, including displays, recorders and computers associated with this system in the control room.

This equipment consists of electronic time transmitters and receivers, converters, recording instruments, flow tantalizers, a graphic display panel, a teletype for printing alarms and other electric and electronic instruments. Southern Bell telephone circuits are utilized in this system.

D. **TRANSFER SWITCHES (Controls):**

Manufactured by **Russelectric, Inc.** The controls for the automatic transfer switches (located in 12 sewage pumping stations) consist of relays, timers, electronic sensors, phase and voltages sensors, and motor actuating equipment.

E. **EMERGENCY POWER GENERATOR:**

Repair emergency power generator voltage regulator exciter boards, decision maker engine monitoring and protection boards for KOHLER and ONAN GENSETS, repair all boards and controls in the automatic transfer switchgear.

F. **MISCELLANEOUS:**

The equipment includes all pump control and alarm circuits, including fire alarm circuits that affect the operation of the pumping equipment.

The inspection and maintenance service contract does include pump motor troubleshooting, motor control center equipment such as starters and breakers and also includes all wiring, pump motors or Motor Control Center equipment (starters, breakers, etc.) and also includes all control wiring and circuits that affect operation of the pump motors and switchgear.

G. **DIGITAL EQUIPMENT:**

Install service and download digital data handlers manufactured by AGM electronics used to log sewer pumping station operation. Be familiar with the use of EXEL software, Windows and DOS to support station digital equipment as well as control room PC.

H. **RESPONSIBILITY OF CONTRACTOR:**

- (1) Prepare and submit to the City a schedule and plan for the proposed inspection and maintenance services, for approval by the City, prior to the start of this contract.
- (2) Supply the City with a copy of service reports for all service calls. The reports shall outline all work performed, and adjustments or alterations made to the operating mode of any equipment (re-calibration or returning), and any problems that still exist with the equipment.
- (3) Make recommendations to the City for further maintenance of the equipment, beyond the scope of this Contract, such as painting, cleaning, lubrication, and maintenance of other mechanical and electrical equipment.
- (4) Instruct the City's personnel in the correct operation and maintenance of the equipment.
- (5) Notify the City of any parts or materials needed for the maintenance of the equipment, to be supplied by the City. Advise the City of parts and materials needed for future maintenance of the equipment covered by this Contract that should be carried in inventory, and assist the City in ordering any required parts or materials.
- (6) If, at any time during the term of the Contract, the Contractor is of the opinion that the regularly scheduled visits of two man-days per week is inadequate for routine inspection and maintenance of the equipment, the Contractor shall so notify the City, in writing, with recommendations for additional services. The City has the right to accept or reject such recommendations.

**I. ON-SITE INSPECTION AND MAINTENANCE SERVICE VISITS:**

The Contractor shall provide on-site inspection and maintenance services as follows:

- (1) Regularly Scheduled Visits - Spend at least two man-days each week on site, inspecting and maintaining the equipment. All regularly scheduled on-site services shall be provided between the hours of 7:30 AM to 4:00 PM, Monday through Friday.
- (2) Emergency Visits - Should the need arise, and at the request of the City, the Contractor shall provide visits in addition to the regularly scheduled visits, with services being provided between the hours of 7:30 AM and 4:00 PM, Monday through Friday. Emergency visits will be provided on a 24 hour, seven days a week basis with a response time of not more than four (4) hours.

**J. SERVICE NOT INCLUDED:**

The Contractor shall not be responsible for normal operation of the equipment, or overall system performance. This Contract shall not include inspection and maintenance service for: Sewage Pumps and Motors; H.V.A.C. Equipment; Switchgear and power systems, including disconnect switches and circuit breakers in the sewage pumping stations, except where such equipment is directly affected by the pump control equipment; corrosion or erosion damage; and complimentary equipment, including but not limited to cabinets, fixtures, boxes, water supply lines, drain lines and sump pumps.

**K. RESPONSIBILITY OF THE CITY:**

The City shall be responsible for overall system operations. It shall operate the equipment in accordance with the manufacturer's instructions and notify the Contractor promptly of any change in operating conditions.

The City shall keep the sewage pumping stations and telemetering control room free of materials extraneous to said system and move any stock or fixture needed to facilitate the work called for. It shall permit access to the stations and central control room and make available to the Contractor a work space, shop facilities, and building services for repair and testing purposes.

**L. THE CITY SHALL PROVIDE THE FOLLOWING:**

- (1) A City representative to receive instructions from the Contractor in the operation and maintenance of the equipment. A City representative shall accompany the Contractor, at all times, and provide such non-technical assistance as required by the Contractor in the performance of its work.

- (2) A complete set of drawings, diagrams and manufacturer's operation and maintenance manuals related to the equipment.

An inventory of necessary parts and materials required to maintain the equipment, readily accessible to the Contractor. Parts and materials shall be based on the equipment manufacturer's recommendations. A representative of the City shall be designated to assist the Contractor in the procurement of parts and materials.

**M. COORDINATION OF WORK:**

The Contractor, should take into consideration that work or operations by other contractors or City personnel may be in progress at or near the site during the performance of the work to which the bid relates. The Contractor will be required to coordinate its work with the work of such other contractors or City personnel in such a manner as to minimize interference and expedite the overall progress of work or operations on the project.

**N. WARRANTY:**

The Bidder shall warrant to the City that the services to be provided under this Contract will be performed in a competent manner and materials furnished under this Contract shall be free of defects in material and workmanship. If any failure to meet the foregoing warranty appears within the term of this Contract, the Contractor shall correctly re-perform the service identified, or replace the defective material at no additional cost to the City.





LC  
CC  
JG

**CITY OF MIAMI BEACH**  
**OFFICE OF THE MAYOR & COMMISSION**  
**MEMORANDUM**

**TO:** Jorge M. Gonzalez  
City Manager

**FROM:** Saul Gross  
Commissioner

*Saul*

**DATE:** October 31, 2003

**RE:** Agenda Item Concerning Single  
Family Residential Review Board (SFRRB)

RECEIVED  
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CITY MANAGER'S  
OFFICE

Based on our experience to date, the Single Family Residential Review Board is not effective. So much so, that two of its members have just resigned out of frustration. We need to find an effective way of strengthening the power of the SFRRB to save architecturally significant homes. I believe the Board should be given the power to deny a request to demolish a single family home that is architecturally significant, so long as this action, in conjunction with the 50% rule for flood plain compliance, does not deny the owner the right to renovate/add on their home.

Please place on the November 25<sup>th</sup> Commission Meeting Agenda a referral to the Planning Board directing them to recommend an amendment to the ordinance to address this problem.

SG/ma

Agenda Item CYA  
Date 11-25-03

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OFFICE OF THE CITY ATTORNEY

*City of Miami Beach*

F L O R I D A



**MURRAY H. DUBBIN**  
City Attorney

Telephone: (305) 673-7470  
Telecopy: (305) 673-7002

**COMMISSION MEMORANDUM**

**TO: Mayor David Dermer**  
**Members of the City Commission**

**DATE: November 25, 2003**

**FROM: Murray H. Dubbin**  
**City Attorney**

**SUBJECT: Referral to Community Affairs Committee--Amending Miami Beach City Code Section 2-22 regarding Term Limits of Board and Committee Members**

Currently, Miami Beach City Code Section 2-22(5) establishes term limits for board and committee members of 8 consecutive years for direct appointments of the City Commission, and 6 consecutive years for at large appointments of the Commission. The attached ordinance suggests amending Code Section 2-22 to provide that an individual appointed to fill a vacancy on a board or committee may serve on that board or committee for the subject term limits, with the period of time served for having filled the vacancy not computed towards the term limit.

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ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING MIAMI BEACH CITY CODE CHAPTER 2, ARTICLE III "AGENCIES, BOARDS AND COMMITTEES", SECTION 2-22(5) THEREOF ESTABLISHING TERM LIMITS OF BOARD AND COMMITTEE MEMBERS, BY PROVIDING THAT SAID TERM LIMITS SHOULD NOT INCLUDE TIME SERVED AS A RESULT OF HAVING FILLED A VACANCY; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

**SECTION 1.** That Miami Beach City Code Chapter 2, Article III entitled "Agencies, Boards and Committees", Section 2-22 entitled "General Requirements", subsection 5 thereof, is hereby amended to read as follows:

**Sec. 2-22      General Requirements.**

(5) All ad hoc agency, board and committee terms shall be one year; all other agency, board and committee terms shall be two years, expiring on December 31 and commencing on January 1.

a. Members appointed by individual city commissioners (referred to as "direct appointees") to a specific agency, board or committee shall serve for no more than eight consecutive years on such agency, board or committee.

b. Members appointed by the city commission as a whole (referred to as "at-large appointees") to a specific agency, board or committee shall serve for no more than six consecutive years on such agency, board or committee.

Term limits set forth in subsections (5)a. and b. of this section shall be measured retroactively from an individual's initial appointment to membership on a specific agency, board or committee, said terms not including time served as a member of the specific agency board or committee as a result of having filled a vacancy thereon.

**SECTION 2. REPEALER**

All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

**SECTION 3. SEVERABILITY**

If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

**SECTION 4. CODIFICATION.**

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the City of Miami Beach, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section", "article," or other appropriate word.

**SECTION 5. EFFECTIVE DATE**

This Ordinance shall take effect the \_\_\_\_\_ day of \_\_\_\_\_, 2003.

**PASSED and ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

**ATTEST:**

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**CITY CLERK**

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**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

 11-10-03  
City Attorney Date

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# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** November 25, 2003

**From:** Jorge M. Gonzalez *JMG*  
City Manager

**Subject:** REFERRAL TO THE LAND USE AND DEVELOPMENT COMMITTEE - A RESOLUTION TO CONSIDER AN AMENDMENT TO THE LAND DEVELOPMENT REGULATIONS OF THE CITY CODE BY AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS," OF THE CITY CODE; DIVISION 13, "MXE MIXED USE ENTERTAINMENT DISTRICT," SECTION 142-542, "CONDITIONAL USES," TO INCLUDE PUBLIC AND PRIVATE CULTURAL INSTITUTIONS OPEN TO THE PUBLIC AS A CONDITIONAL USE IN THIS ZONING DISTRICT.

### ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission refer the item to the Land Use and Development Committee.

### BACKGROUND

The MXE mixed use entertainment district is located along Ocean Drive and Collins Avenue, from 5<sup>th</sup> Street to 16<sup>th</sup> Street, and also along Ocean Terrace in North Beach. This zoning district is designed to encourage the substantial restoration of existing structures and allow for new construction. The main permitted uses in the MXE district are hotels, multi-family residential, and limited commercial uses. No other uses are permitted.

The City Administration has been approached by the owners of the Gianni Versace residences at Ocean Drive and 11<sup>th</sup> Street, who are exploring the possibility of converting the structure into a museum. However, this type of use is not specified by the Code as permitted within the MXE district. An ordinance to amend the permitted uses, to permit public and private cultural institutions as a conditional use within the MXE district, has been proposed.

### ANALYSIS

The Commission has referred this amendment to the Planning Board in order to facilitate the conversion of the former Versace residences into a museum. The City Code does not currently permit this use in the MXE district; a text amendment is necessary to amend the Code to permit public and private cultural institutions within the MXE district.

**Agenda Item** CYC  
**Date** 11-25-03

By requiring that these institutions be Conditional Uses within the MXE, each individual application would be reviewed by City staff and the Planning Board. Conditions could be applied on a case-by-case basis in order to ensure compatibility with the surrounding neighborhood.

The Planning Board heard this matter at a public hearing on September 30, 2003. The Board voted 5-0 (2 members absent) to recommend to the City commission approval of this request. However, prior to setting the public hearing, the Administration recommends the proposed resolution and other amendments be discussed by the Land Use and Development Committee.

JMG/<sup>me</sup>CMC/JGG/RGL/ML

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# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.ci.miami-beach.fl.us



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** November 25, 2003

**From:** Jorge M. Gonzalez  
City Manager

**Subject: REFERRAL TO THE LAND USE AND DEVELOPMENT COMMITTEE  
AND THE NEIGHBORHOODS COMMITTEE - NORTH SHORE TRAFFIC  
STUDY**

The Administration recommends that the final draft of the North Shore Traffic Study be referred to the Land Use and Development and the Neighborhoods Committee for further discussion and recommendations. This study is an analysis of three options for improvements to Collins Avenue and Harding Avenue between 79<sup>th</sup> Street and 87<sup>th</sup> Street, including the feasibility of implementing the 1994 Duany Plater-Zyberk (DPZ) plan. The study will also be taken to the North Beach community for public comments as one of several components of the North Beach Master Plan on December 4, 2003, 6:30 to 8:30 PM, at the Radisson Deauville Hotel, 6701 Collins Avenue.

### **BACKGROUND**

In November, 2000, the Commission directed the administration to prepare an implementation plan for specific elements of the 1994 plan for the North Shore neighborhood in North Beach, prepared by Andres Duany and Elizabeth Plater-Zyberk (DPZ). The DPZ plan calls for a redesign and reconstruction of Collins Avenue and Harding Avenue from 79<sup>th</sup> Street to the City limits at 87<sup>th</sup> Street. In this plan, Harding Avenue would become a two-way local street by diverting the regional southbound traffic from Harding Avenue to a new two-way boulevard in an expanded Collins Avenue right-of-way. This traffic study became a part of the planning and design contract for right-of-way infrastructure improvements in the North Shore Neighborhood. The Corradino Group was selected as the consultant to conduct the study.

Another element of the DPZ plan called for the development of the 8 blocks on City owned land on the west side of Collins Avenue between 79<sup>th</sup> Street and 87<sup>th</sup> Terrace. Proposed development of these blocks consisted of two to three story residential buildings in a combination of townhouse units and condominium units. The residential units were to be designed to accommodate home-based offices. This type of high quality, owner-occupied housing was supported by the findings of the economic market analysis conducted by The Chesapeake Group in February 2001. In order to preserve the option to construct a two-way boulevard on Collins Avenue, approximately 50 feet of right-of-way must be reserved along the eastern edge of each of the parcels.

**Agenda Item** C4D

**Date** 11-25-03

The North Shore Traffic Study includes an analysis of three alternatives:

- **DPZ Alternative** maintains the overall capacity of three lanes in each direction by having two northbound and two southbound lanes on the new Collins Avenue corridor and one lane in each direction along Harding Avenue.
- **Alternative 2A** maintains Collins Avenue and Harding Avenue as a one-way pair, but tests the impact of reducing travel lanes from three lanes to two lanes in each direction. Additionally, this alternative uses the 50-feet of City-owned land along the west side of Collins Avenue to construct a frontage road with two lanes of parallel parking. The purposes are to provide public parking if the West Lots are developed and possibly to serve as a short-term use of this land pending design and construction of the DPZ alternative.
- **Traffic Calming** alternative is to implement traffic calming measures on Collins Avenue, similar to the traffic calming measures currently being designed for Harding Avenue by FDOT.

Traffic counts were taken at each intersection within the study area and a detailed traffic model was constructed using parameters approved by FDOT. The findings of this study show that it is possible for the DPZ alternative to work within the level of service criteria established by FDOT for traffic flow, provided that design refinements can be made to several intersections.

If the Mayor and Commission wish to proceed with the DPZ alternative, the next step would be to officially transmit the North Shore Traffic Study Final Report with a letter requesting FDOT to approve this as a "planning level" analysis, and endorse the project to move on to the next level of analysis, usually defined as a "Project Development and Environmental" (PD&E) study. Concurrently, the Administration would begin to coordinate with FDOT and the MPO to have a Collins/Harding Corridor project placed in the countywide Long Range Transportation Plan. Secondly, the project should be placed on the 5-Year Transportation Improvement Program; however, this could be extremely difficult without a committed source of funding. With this possibility in mind, the City included a line item for this project in its 2003-04 preliminary budget for use of the County Transit Surtax funds (Miami Beach share of the ½ penny sales tax). This line item was \$150,000 for the PD&E Study, which will further analyze and refine the alternatives and traffic impacts. Because the Collins/Harding Corridor project has not yet been officially endorsed by FDOT, the City has been asked to remove this line item from its 2003-04 Transit Surtax budget. If the City wishes to pursue implementation of this project on a timely basis, it will likely need to request funding for the PD&E Study in the Transit Surtax budget for 2003-04 or for 2004-05.

The North Beach community will have an opportunity to review and comment on the alternatives in the North Shore Traffic Study during the North Beach Master Plan workshop on December 4, 2003.

JMG\CMC\JGG\JAM\KMH

Attachment

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**CITY OF MIAMI BEACH**  
**CHARTER COUNTY TRANSIT SYSTEM SURTAX PROCEEDS**  
**PRELIMINARY FIVE-YEAR TRANSPORTATION PLAN**  
**MUNICIPAL MOBILITY PLAN (MMP) AND OTHER ELIGIBLE TRANSPORTATION PROJECTS**

<b>MMP #</b>	<b>Project Name</b>	<b>Funded Proj. Phase</b>	<b>Estim. Project Phase Cost</b>	<b>Estim. Surtax Share</b>	<b>Funding Sources</b>	<b>Project Contact</b>	<b>Contact's Phone #</b>
<b>FY 2002-03 Projects:</b>							
1	Electrowave Operating Support (Jan-Sept.2003)	Transit Ops.	2,300,000	360,000	PEF/CMP/TDP/SRTX	Amelia Johnson	673-7000
39	Evaluation of Rapid Transit Options Study	Planning	200,000	200,000	SURTAX	Fred Beckmann	Ext. 6347
37	Washington Ave. Corridor Improv, Phases I,IV & V Design-built	Design-built	5,974,361	1,240,000	RDATIF/STWB/WSB/ RT/Fund351/SRTX	Tim Hemstreet	Ext. 6012
	ongoing ROW Improvement Projects: (roadway, drainage (street lighting, traffic signs, and engineering)	Constr/Maint.	540,000	-	LOGT	Mike Alvarez	Ext. 6431
<b>2003 Totals</b>			\$ 9,014,361	\$ 1,800,000			
<b>FY 2003-04 Projects:</b>							
1	Electrowave Operating Support	Transit Ops.	2,310,000	500,000	PEF/CMP/TDP/SRTX	Amelia Johnson	Ext. 6347
14 & 24	Alton Rd. Corridor Traffic Calming/Enhancements	Final Design	120,000	100,000	SRTX/GOB	Joseph Johnson	Ext. 6185
44	Collins Ave. Grand Blvd., 75th to 88th Streets	PD&E	150,000	150,000	SRTX	Joyce Meyers	Ext. 6167
-	Citywide Traffic Management Analysis and Plan	Planning	200,000	100,000	CMP/SRTX	Joseph Johnson	Ext. 6185
10	North Beach Bicycle/Ped. Trail, E-W Connectors	Planning	50,000	50,000	SRTX/CMP	Bruce Henderson	Ext. 6343
15	Beach Bicycle/Ped. Trail, 64th to 53rd. Streets	PD&E/Final	500,000	100,000	SNP/GOB/SRTX	Bruce Henderson	Ext. 6343
ongoing	ROW Construction and Maintenance Projects	Constr/Maint.	1,500,000	750,000	SRTX/LOGT/STWB	Mike Alvarez	Ext. 6620
ongoing	ROW Capital Improvement Program Projects	Final Design	1,000,000	750,000	SRTX/GOB/STWB		
<b>2004 Totals</b>			\$ 5,830,000	\$ 2,500,000			
<b>FY 2004-05 Projects:</b>							
1	Electrowave Operating Support	Transit Ops.	2,330,000	500,000	PEF/CMP/TDP/SRTX	Amelia Johnson	Ext. 6347
38	S. 5th Str/Alton Rd Left-Turn.Capacity Improvemts.	Design-built	1,200,000	500,000	SRTX/CMP	Joseph Johnson	Ext. 6185
14 & 24	Alton Rd. Corridor Traffic Calming/Enhancements	Construction	1,400,000	200,000	GOB/HBG/SRTX	Tim Hemstreet	Ext. 6431
33	16th St.Operational Improvements/Corridor Enhn.	PD&E, Final	300,000	150,000	TOP/SRTX/CMP/GOB	Joseph Johnson	Ext. 6185
10	North Beach Bicycle/Ped. Trail, E-W Connectors	Final Design	150,000	100,000	SRTX/GOB	Bruce Henderson	Ext. 6343
15	Beach Bicycle/Pedestrian Trail / 64th-53rd. Streets	Construction	2,000,000	100,000	TE/GOB/SNPB/SRTX	Bruce Henderson	Ext. 6343
27 & 26	Dade Blvd. Bicycle/Pedestrian Trail/Enhancements.	PD&E, Final	200,000	100,000	TE/GOB/SRTX	Bruce Henderson	Ext. 6343
ongoing	ROW Construction and Maintenance Projects	Constr/Maint.	1,500,000	425,000	SRTX/LOGT/STWB	Fred Beckmann	Ext. 6012
ongoing	ROW Capital Improvement Program Projects	Construction	1,000,000	425,000	SRTX/GOB/STWB	Fred Beckmann	
<b>2005 Totals</b>			\$ 10,080,000	\$ 2,500,000			

**Page 1 Totals:**

**\$ 24,924,361 \$ 6,800,000**

Surtax1



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# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** November 25, 2003

**From:** Jorge M. Gonzalez  
City Manager

**Subject: REPORT OF THE GENERAL OBLIGATION BOND OVERSIGHT  
COMMITTEE MEETING OF NOVEMBER 3, 2003**

The G.O. Bond Oversight Committee met on November 3, 2003. At the meeting, the Committee considered the following issues.

The Committee reviewed and passed the minutes from the October 8, 2003 meeting.

### **CHANGE ORDERS**

The Administration informed the Committee that no new change orders had been approved since the last meeting.

### **RECOMMENDATION TO CITY COMMISSION**

The Administration recommended that the Committee recommend that the City Commission amend the A/E Agreement with CH2M Hill for the Bayshore Neighborhood Right-of-Way Infrastructure Improvement project in the amount of \$1,913,302. For the Bayshore Right-of-Way Improvement Program, the initial contract agreement with A/E Consultant, CH2M Hill, developed by the City's contract negotiator for the Right-of-Way Program, Pappas and Associates, was for planning services only. On April 7, 2003, the GO Bond Oversight Committee approved the Bayshore Basis of Design Report (BODR). On April 9, 2003, the Mayor and City Commission approved the BODR.

Negotiations for Design, Bid/Award and Construction services began in May 2003. The CIP Office and CH2M Hill staff worked to come to agreement on the appropriate fee for the additional work, which covers work in four bid packages. On October 14, 2003, agreement between the City and CH2M Hill was reached on a fee proposal for services in an amount not to exceed \$1,913,302. This fee is broken down as follows: \$496,009 from 1999 General Obligation Bonds, \$812,365 from Series 2000 Stormwater Revenue Bonds, and \$604,928 from Series 2000 Water and Sewer Revenue Bonds. The breakdown of this amount per remaining phase (Design, Bidding and Award, and Construction Administration) and Reimbursable Expenses is as follows: \$1,130,878 for Design, \$59,224 for Bidding and Award, \$371,441 for Construction Administration, and \$351,760 for Reimbursable Expenses.

The Administration explained that the fee, although high, was still within an acceptable range. Due to the size of the area under consideration, and the complexity of the project (being 4 separate bid packages being constructed at different times), the City recommended the fee as being fair and reasonable. The Committee expressed concern

**Agenda Item** C6A

**Date** 11-25-03

that the fee for the remaining phases is a higher percentage of the project budget than in other projects. On average, the City is paying about 10% of the project budget in A/E fees for the Right-of-Way Infrastructure Improvement Program. In this case, if the fee proposed is awarded, the percentage would be closer to 14% of the project budget.

The Administration explained that the consultant sometimes used to assist in agreement negotiations, Pappas and Associates, recommended a fee of approximately \$1.55 million. The Committee felt that the \$350,000 differential between the recommendation from Pappas and Associates and the proposal from CH2M Hill was too large. The Administration explained that the gap between the two amounts was based on how many hours the City and Pappas and Associates felt it would take to complete certain tasks in the agreement, and how many hours CH2M Hill felt it would take. The Committee's concern was not about the rate per hour being proposed, but instead about the number of hours.

The Committee approved a motion to defer its vote on this issue until the next Committee meeting, currently scheduled for December 1, 2003. The Committee asked that the Administration work with CH2M Hill in the meantime and see if they would accept an agreement in the amount of \$1.6 million with the understanding that if it was found that additional hours were needed, that CH2M Hill could come back and ask for additional services at that time, and the Committee would be willing to consider that request.

#### **PROJECT STATUS REPORT**

The Administration informed the Committee that the Water Tank and Pump Station portion of the rehabilitation of **Fire Station No. 2** is progressing smoothly. Jasco, the contractor, is working on the construction of the tanks. The slabs for the pump house building, electrical room and generator room were scheduled for pouring by the end of October. The foundations for both water tanks have been poured, and Jasco is preparing to install the concrete for the tanks. The project is on schedule for completion in May 2004. The City is still in discussions with Jasco for the Guaranteed Maximum Price for construction of Fire Station No. 2, which will be brought to the City Commission when a final price is agreed upon.

The Administration informed the Committee that at the October 15, 2003 City Commission meeting, the City Commission held a public hearing and voted to approve the Certificate of Appropriateness for demolition of **Fire Station No. 4**. The Committee was told that Carivon Construction Inc. was selected to demolish the existing building, utilizing the City's Job Order Contracting (JOC) program. Final Construction Documents for the construction of the new station were received from the Architect in October and submitted to the City's Building Department for permitting. Due to anticipated costs for replacing the existing sidewalk and curb configuration with a curb, swale, sidewalk configuration, as required by the Historic Preservation Board (HPB), the City would be requesting reconsideration of this item by the HPB at their November 12, 2003 meeting. At that meeting, the City would also be requesting that the requirement imposed by HPB for the design and site plan for the monument to the old station to be approved by HPB prior to a building permit being issued

be modified to prior to the issuance of a Temporary Certificate of Occupancy so that the project construction will not be delayed. It was anticipated that the project would be out to bid in January 2004, with construction to start hopefully in March 2004.

The Administration informed the Committee that Regosa, the contractor for the **Normandy Isle Park and Pool** project, had taken steps to correct deficiencies on the lean concrete slab and the reinforcing steel for the pool deck. The concrete for the pool deck was being poured. Regosa had also removed the pool slab on grade that was installed without the required inspections and worked to complete the installation according to the contract documents. The contractor had changed supervisory staff assigned to the project, and was starting to create a recovery plan. The project will still be behind schedule.

The Administration informed the Committee that the City selected Tropex Construction from the Job Order Contracting (JOC) program to construct the **42<sup>nd</sup> Street Streetscape** project. Construction is scheduled to start in November 2003, once permit clearances from Miami-Dade County is obtained. The project includes renovation of a three block area of 42<sup>nd</sup> Street from Prairie Avenue to Pine Tree Drive, which includes milling, re-paving and striping of the street surface, grading swales, constructing decorative planters and traffic calming devices, installing curb and gutters, repairing and replacing sidewalks, installing new landscaping, and bringing sidewalk ramps into compliance with ADA requirements.

The Administration informed the Committee that Phase I of the **Indian Creek Greenway** project, which is a pilot demonstration project along Indian Creek from 23<sup>rd</sup> Street to 29<sup>th</sup> Street, was being transferred from the Environmental Division of the Public Works Department to the CIP Office. The Administration is considering adding this component to the Oceanfront Neighborhood Right-of-Way Infrastructure Improvement Project as an amendment to the A/E Agreement. The City will approach the A/E firm to see if additional services for the expanded scope can be negotiated. Funding for the project includes the \$300,000 GO Bond allocation toward the project, approximately \$375,000 of the GO Bond funds allocated toward the Shoreline and Seawall Rehabilitation Program, and approximately \$50,000 of the GO Bond funds allocated toward the overlooks that are currently a part of the Oceanfront Neighborhood Right-of-Way Infrastructure Improvement project. This is sufficient funding to create a conceptual design, but not construct the project. Property or easement ownership is still needed along part of the project site. The Department of Environmental Protection still needs to be approached regarding requirements for improvements to the shoreline and seawalls. The Administration will provide an update regarding the A/E amendment to the Committee at its next meeting.

The Committee requested a report at the next meeting outlining the first three phases of the **North Shore Open Space Park** project.

The Committee was told that the **North Shore Park and Youth Center** project was delayed by approximately three (3) months from its amended completion date. The project completion is currently anticipated for December 2003.

The Committee was advised that Phase I of the **Scott Rakow Youth Center** project (ice rink) is almost 99% complete. The contractor was unable to complete the work, and a new contractor has to be procured. The contractor has been in Liquidated Damages since April 2003, and was defaulted in August 2003. The contractor's surety company and attorney's have been notified and have been involved in discussions of how to complete the project.

Frank Del Vecchio, a member of the Committee, requested that the City Commission establish an Ad Hoc committee made up of residents from the Flamingo neighborhood and the South Pointe neighborhood to review those projects that are geographically located in those neighborhoods, both those projects with and without GO Bond funding. This will provide the community an opportunity to review these projects, and provide input, especially for those projects that are not reviewed by an oversight committee prior to being reviewed by a City Commission Committee, such as the South Pointe Streetscape project.

The Administration informed the Committee that the City is negotiating with the A/E for the **West Avenue Right-of-Way Infrastructure Improvement** project for additional services related to additional funding the City found for the neighborhood. Originally, the funding for the neighborhood included minimal funding for stormwater and water and sewer improvements. With a reallocation of the funding for both systems throughout the City, aimed at funding improvements in the priority stormwater basins, and funding fire flow and priority waterline improvements to the system, additional funding was allocated to the West Avenue project.

The Administration informed the Committee that the City was working with the County and the City of Miami to coordinate construction of improvements to the **Venetian Causeway**. The City wants to ensure that whatever improvements are funded by the GO Bond funds are compatible with those made by the City of Miami and that they will not be torn up by the County shortly after construction if the County decides to make improvements in its Right-of-Way.

### **INFORMATIONAL ITEMS**

The updated calendar of community meetings was presented to the Committee, but not reviewed during the meeting.

The Administration informed the Committee that the Contract Improvement Advisory Group ("Group") met on October 9, 2003. The Group is made up of staff from the CIP Office, the City Attorney's Office, Hazen & Sawyer and URS (Program Managers for the City's Right-of-Way Infrastructure Improvement and Parks and Facilities Programs, respectively), and Marty Hyman of the General Obligation Bond Oversight Committee. The mission of the Group is to discuss problems that have occurred on recent construction projects and possibly identify ways to avoid similar issues of future projects.

The Group identified four possible actions that will be further explored to see if they will assist in a smoother construction process. The possible actions were establishing a Pre-Qualification process for contractors, using a unit price system of contracts for Right-of-

City Commission Memorandum

November 25, 2003

Report of the General Obligation Bond Oversight Committee Meeting of November 3, 2003

Page 5 of 5

Way Infrastructure Improvement Projects, enhancing the scheduling component of projects, and revising certain articles in the construction contracts to address weak points in the existing language. The Group is scheduled to meet again on November 10, 2003 and will report back to the General Obligation Bond Oversight Committee as appropriate.

JMG/RCM/TH/KLM/ig

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# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** November 25, 2003

**From:** Jorge M. Gonzalez  
City Manager

**Subject:** **REPORT OF THE NOVEMBER 10, 2003 - LAND USE AND  
DEVELOPMENT COMMITTEE MEETING**

1. Discussion regarding proposed ordinance allowing electronic display signs for large venues facilities. Referred from December 11, 2002 City Commission meeting.

**Motion:** Not to pursue this issue any further. Motion by Commissioner Gross, seconded by Commissioner Bower; Vote (3 in favor – 0 against)

2. Discussion regarding the display of merchandise on Española Way. Referred from May 21, 2003 City Commission meeting.

**Motion:** Not to pursue the issue of allowing the display of merchandise outside of the stores. Motion by Commissioner Bower, seconded by Commissioner Gross Vote (2 in favor -1 Garcia against).

3. Discussion regarding Historic Preservation Board resolution request to adopt an Ordinance amendment requiring Design Review approval from the Planning Department for all replacement windows in single family homes located outside locally designated historic districts of historic sites. Referred from July 30, 2003 City Commission Meeting.

**Motion:** Not to deal with this issue at this time, the Administration should address the demolition issues first. Motion by Commissioner Gross, seconded by Commissioner Bower. (Vote 3 in favor – 0 against)

JMG/CMC/JGG/rar

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Agenda Item C6B  
Date 11-25-03

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**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**



**Condensed Title:**

A Resolution Approving Additional Services for rear easement waterline relocation design for Reynolds, Smith And Hills, A/E Consultant for the Nautilus Right Of Way (ROW) Improvement Project; and further appropriating an amount not to exceed \$51,240, from Series 2000 Water And Sewer Bond Funds.

**Issue:**

Shall the City Commission appropriate funds in an amount not to exceed \$51,240 for additional services for the relocation of rear easement waterlines in the Nautilus Neighborhood?

**Item Summary/Recommendation:**

193 private homes in the Nautilus Neighborhood receive water service from waterlines located in rear ROW easements or access alleys behind the homes. This amendment provides additional services for Reynolds, Smith, and Hills, to implement the necessary design, permitting and bid and award services to facilitate the placement and reconnection of water meters to locations in sidewalks in front of homes.

The additional services are required to complement the design efforts for the entire neighborhood. Rear easements alleys in many residential neighborhoods have acquired major hardscape and landscape encroachments from adjacent private property owners. This situation obscures the water meters and waterlines, impeding City staff from reading the meters and providing service for the lines. Removing the encroachments, which include structures, to replace the deteriorated waterlines is cost prohibitive.


Therefore, it is necessary to abandon the water infrastructure located within the rear easement, relocate water meters to the ROW, and install new water service lines under private property from the relocated meter box to a connection at the abandoned meter box in the rear of the property. It is anticipated that the majority of work with the exception of meter reconnection will be implemented via a trenchless technology.

The additional services provided by this Amendment No. 2 will be in tandem with the CIP Office's Community Notification plan in the affected area, which is outlined in the CIP Waterline Relocation Policy presented to the Neighborhoods Committee on July 28, 2003. Upon approval by the City Commission of Amendment No. 2, the design phase of this relocation effort will commence.

**Advisory Board Recommendation:**

N/A


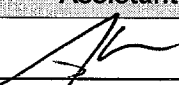
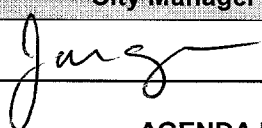
**Financial Information:**

Source of Funds:   Finance Dept.		Amount	Account	Approved
	1	\$51,240	Series 2000 Water & Sewer	
	2			
	3			
	4			
	Total			

**City Clerk's Office Legislative Tracking:**

Stacy Lotspeich, Senior Capital Project Planner

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager
		

AGENDA ITEM C7A

DATE 11-25-03

# CITY OF MIAMI BEACH


CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** November 25, 2003

**From:** Jorge M. Gonzalez  
City Manager 

**Subject:** **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING ADDITIONAL DESIGN SERVICES FOR REAR EASEMENT WATERLINE RELOCATION EFFORTS, AS AMENDMENT NO. 2 TO THE SCOPE OF SERVICES OF THE AGREEMENT, DATED MAY 16, 2001, WITH REYNOLDS, SMITH AND HILLS, A/E CONSULTANT FOR THE NAUTILUS RIGHT OF WAY (ROW) INFRASTRUCTURE IMPROVEMENT PROJECT; AND FURTHER APPROPRIATING AN AMOUNT NOT TO EXCEED \$51,240, FROM SERIES 2000 WATER AND SEWER BOND FUNDS FOR SAID SERVICES, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" (THE FEE DETAIL AND THE GEOGRAPHIC AREA OF SAID ADDITIONAL SERVICES); EXHIBIT "B" (SAMPLE WATER SERVICE RELOCATION PLAN); AND EXHIBIT "C" (BASE WATER SERVICE RELOCATION PLAN).**

### ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

### ANALYSIS

193 private homes in the Nautilus Neighborhood receive water service from waterlines located in rear ROW easements or access alleys behind the homes. This amendment provides additional services for Reynolds, Smith, and Hills, to implement the necessary design, permitting and bid and award services to facilitate the placement and reconnection of water meters to locations in sidewalks in front of homes.

The additional services are required to complement the design efforts for the entire neighborhood. Rear easement alleys in many residential neighborhoods have acquired major hardscape and landscape encroachments from adjacent private property owners. This situation obscures the water meters and waterlines, impeding City staff from reading the meters and providing service for the lines. Removing the encroachments, which include structures, to replace the deteriorated waterlines is cost prohibitive.

Therefore, it is necessary to abandon the water infrastructure located within the rear easement, relocate water meters to the ROW, and install new water service lines under private property from the relocated meter box to a connection at the abandoned meter box in the rear of the property. It is anticipated that the majority of work with the exception of meter reconnection will be implemented via a trenchless technology.

The additional services provided by this Amendment No. 2 will be in tandem with the CIP Office's Community Notification plan in the affected area, which is outlined in the CIP Waterline Relocation Policy, which was presented to the Neighborhoods Committee on July 28, 2003. Upon approval by the City Commission of Amendment No. 2, the design phase of this relocation effort will commence. The Consultant provided a man-hour projection and fee estimate for the contemplated Additional Services. On October 29, 2003, a negotiation was led on behalf of the City by CIP Staff. The services and associated expenses were developed using the ROW Program's accepted program cost model. The agreed upon fees, attached as Exhibit "A," include a credit of \$2,734, for the deletion of design tasks for 3,015 linear feet of water mains and the reduced level of effort of the Consultant as a result.

The Administration recommends approving additional design services, for rear easement waterline relocation efforts, as Amendment No. 2, to the Scope Of Services of the Agreement, dated May 16, 2001, with Reynolds, Smith And Hills, A/E Consultant for The Nautilus Right Of Way (ROW) Infrastructure Improvement Project; and further appropriating an amount not to exceed \$51,240 from Series 2000 Water and Sewer Bond funds for said services, as more particularly described in Exhibit "A" (the Fee Detail and the Geographic Area Of Said Additional Services); Exhibit "B" (Sample Water Service Relocation Plan); and Exhibit "C" (Base Water Service Relocation Plan).

  
JMG/RM/TH/RS/sel

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A-E FEE NEIGHBORHOOD NO. 7 NAUTILUS  
REYNOLDS, SMITH AND HILLS, INC.  
SUMMARY SHEET  
WATER SERVICE RELOCATIONS

TASK NO.	TASK DESCRIPTION	PROJECT MANAGER	PROJECT ENGINEER	DESIGNER	DRAWER	CHECKER	PERIOD	TOTAL HOURS	TOTAL COST
1	PLANNING SERVICES								
1.1	PROJECT KICK-OFF MEETING	0	0	0	0	0	0	0	\$0
1.2	INFRASTRUCTURE PLANNING	0	0	0	0	0	0	0	\$0
1.3	PROJECT SITE RECONNAISSANCE VISIT AND DEVELOPMENT OF ALTERNATIVE STREETSCAPE TREATMENTS	0	0	0	0	0	0	0	\$0
1.4	ATTEND "VISIONING" SESSION	0	0	0	0	0	0	0	\$0
1.5	REVIEW MEETINGS PRIOR TO COMMUNITY DESIGN WORKSHOPS	0	0	0	0	0	0	0	\$0
1.6	COMMUNITY DESIGN WORKSHOPS	0	0	0	0	0	0	0	\$0
1.6.1	COMMUNITY DESIGN WORKSHOP NO. 1	0	0	0	0	0	0	0	\$0
1.6.2	COMMUNITY DESIGN WORKSHOP NO. 2	0	0	0	0	0	0	0	\$0
1.7	BASIS OF DESIGN REPORT (DRAFT)	0	0	0	0	0	0	0	\$0
1.8	REVIEW OF BOOR W/ CITY DIVISIONS	0	0	0	0	0	0	0	\$0
1.9	ADDITIONAL REVIEW MEETINGS	0	0	0	0	0	0	0	\$0
1.10	FINAL BASIS OF DESIGN REPORT	0	0	0	0	0	0	0	\$0
2	DESIGN SERVICES								
2.1	FIELD VERIFICATION OF EXISTING CONDITIONS	0	0	0	0	0	0	0	\$0
2.2	DETAILED DRAINAGE DESIGN	0	0	0	0	0	0	0	\$0
2.3	DESIGN / CONSTRUCTABILITY REVIEW	0	0	0	0	0	0	0	\$0
2.4	COST OPINIONS	0	0	0	0	0	0	0	\$0
2.5	COMMUNITY DESIGN REVIEW MEETINGS	0	0	0	0	0	0	0	\$0
2.6	DOCUMENT REVISIONS	0	0	0	0	0	0	0	\$0
2.7	PERMITTING REVIEWS	0	0	0	0	0	0	0	\$0
2.8	AVE CONSULTANT QA/QC OF DESIGN DOCUMENTS	0	0	0	0	0	0	0	\$0
3	BIDDING AND AWARD SERVICES								
3.1	CONSTRUCTION CONTRACT DOCUMENT REVIEW	0	0	0	0	0	0	0	\$0
3.2	BID DOCUMENT DELIVERY	0	0	0	0	0	0	0	\$0
3.3	PRE-BID CONFERENCE	0	0	0	0	0	0	0	\$0
3.4	ADDENDUM ISSUANCE	0	0	0	0	0	0	0	\$0
3.5	BID EVALUATION	0	0	0	0	0	0	0	\$0
3.6	CONTRACT AWARD	0	0	0	0	0	0	0	\$0
3.7	AS-BID CONTRACT DOCUMENTS	0	0	0	0	0	0	0	\$0
4	CONSTRUCTION MANAGEMENT SERVICES								
4.1	PRE-CONSTRUCTION CONFERENCE	0	0	0	0	0	0	0	\$0
4.2	WEEKLY CONSTRUCTION MEETINGS	0	0	0	0	0	0	0	\$0
4.3	REQUESTS FOR INFORMATION / CONTRACT DOCUMENT CLARIFICATION (RFI / CDC)	0	0	0	0	0	0	0	\$0
4.4	SCHEDULE	0	0	0	0	0	0	0	\$0
4.5	PROCESSING OF SHOP DRAWINGS	0	0	0	0	0	0	0	\$0
4.6	FIELD OBSERVATION SERVICES	0	0	0	0	0	0	0	\$0
4.7	PROJECT CLOSEOUT	0	0	0	0	0	0	0	\$0
5	ADDITIONAL SERVICES - WATER SERVICE RELOCATIONS								
5.1	183 PROPERTIES								
5.2	Data Collection and Review	20	44					64	\$8,509
5.3	Field Verification of Existing Conditions	24	96					198	\$15,979
5.4	Develop Relocation Plan	28	96	78				382	\$26,283
5.5	Community Review Meetings	13	6	258				27	\$2,511
5.6	Review Meetings w/ Program Manager	13	6				8	6	\$2,427
5.7	Credit for Deletion of 3,015 LF of WM from the Original Scope of Services							25	-\$2,734
6	REIMBURSABLES								
6.1	REPRODUCTION SERVICES								
6.2	TRAVEL AND SUBSISTENCE								
6.3	SURVEYING								\$285
6.4	GEOTECHNICAL EVALUATION								
6.5	UNDERGROUND UTILITY VERIFICATION								
	TOTAL HOURS	0	98	0	248	0	14	696	\$51,240
	TOTAL FEE ESTIMATE	\$151.55	\$125.42	\$107.65	\$54.35	\$76.30	\$41.81		
	Hourly Rates								

Exhibit A

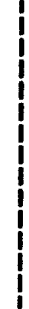
**LEGEND:**



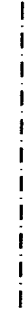
IMPROVEMENTS  
NOT INCLUDED IN SCOPE



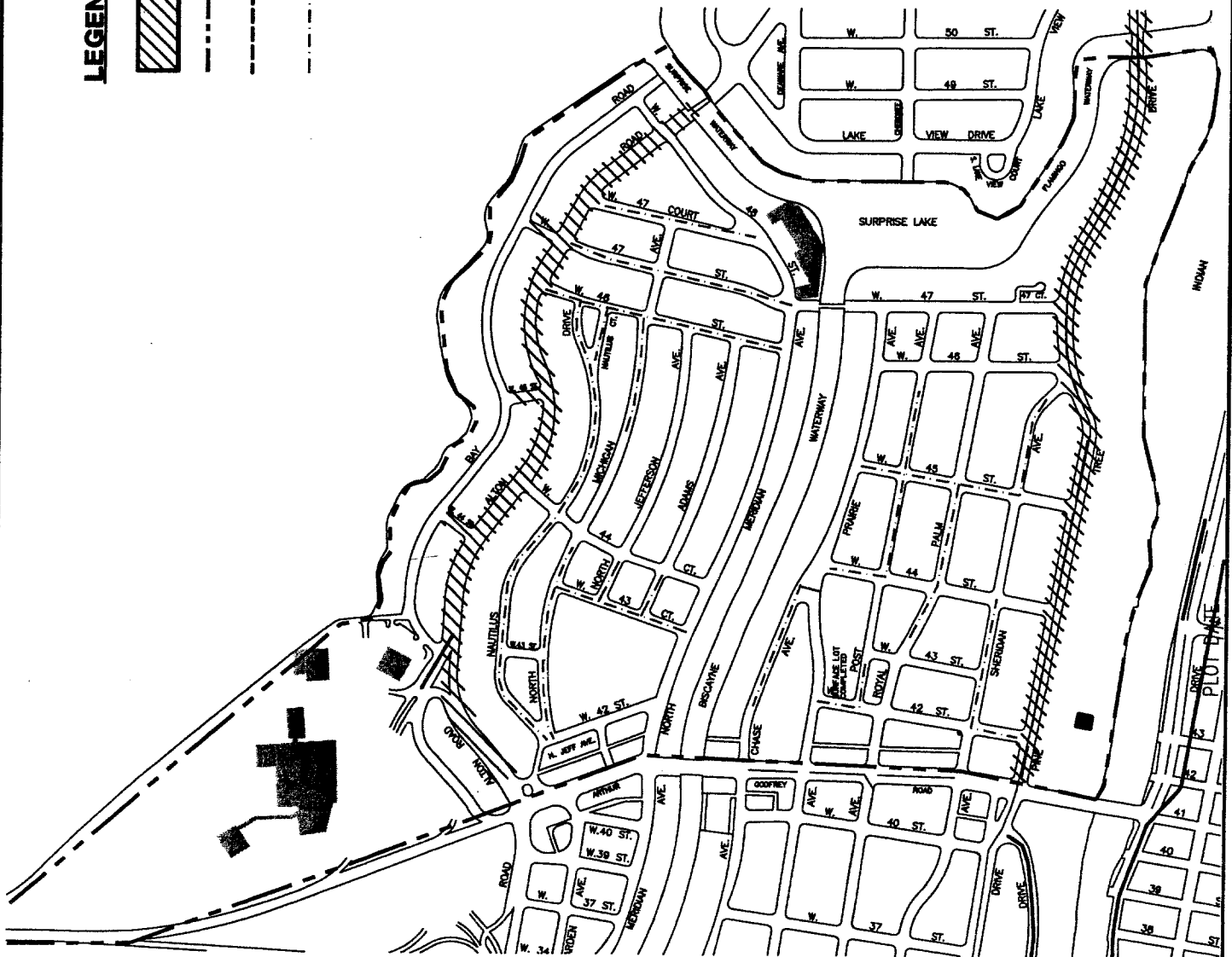
BOUNDARY



WASTEWATER LINE REPLACEMENT  
(BY OTHERS)



WATERLINE REPLACEMENT



**EXHIBIT A-1  
NAUTILUS**



CONSULTANT TO FIELD  
LOCATE EXISTING WATER  
METER. CONSULTANT TO  
INCLUDE A NOTE REQUIRING  
CONTRACTOR TO FIELD  
VERIFY LOCATION.

HEDGE

30'±

WM

10'

POOL

DECK

HOUSE

18'±

CONSULTANT TO PROVIDE  
RECOMMENDED ROUTING FOR  
PROPOSED WATER SERVICE,  
ACTUAL ROUTE TO BE  
VERIFIED/DETERMINED BY  
CONTRACTOR IN THE FIELD.

130'±

CONSULTANT TO PROVIDE  
LOCATION OF PROPOSED  
WATER METER ON CONTRACT  
DRAWINGS. EXAMPLE : STA.  
73+83', LT ).

SIDEWALK

SWALE

EDGE OF PAVEMENT

ROADWAY

WM

PROPOSED 8" W.M.

UNDERGROUND UTILITIES WITHIN THE  
R-O-W ARE SHOWN ON THE CONTRACT  
DRAWINGS. THE UNDERGROUND UTILITIES  
ON PRIVATE PROPERTY HAVE NOT BEEN  
SHOWN. THE LOCATION AND PROTECTION  
OF THESE UTILITIES IS THE  
RESPONSIBILITY OF THE CONTRACTOR.

APPROXIMATE SCALE : 1"=20'-0"±



CITY OF MIAMI BEACH

RIGHT-OF-WAY IMPROVEMENT PROGRAM

WATER SERVICE/METER RELOCATION PLAN

1465 BIARRITZ DRIVE

EXHIBIT "B"

SAMPLE-WATER SERVICE/  
METER RELOCATION PLAN

NORMANDY ISLES/SUD

NEIGHBORHOOD No. 4

SHEET 14 of 450



(NORTH UP OR  
TO THE RIGHT)

4/29/2003/8:57 A.M. - 07 HLD - H:\4014\WATER\4014x23.dwg - XREFS: - PS 1=1

APPROXIMATE (MINIMUM) SCALE : 1"=20'-0"



CITY OF MIAMI BEACH

RIGHT-OF-WAY IMPROVEMENT PROGRAM

WATER SERVICE/METER RELOCATION PLAN

ADDRESS

EXHIBIT "C"

BASE-WATER SERVICE/  
METER RELOCATION PLAN

NEIGHBORHOOD NAME

NEIGHBORHOOD No. \_

SHEET \_ of \_

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING ADDITIONAL DESIGN SERVICES FOR REAR EASEMENT WATERLINE RELOCATION EFFORTS, AS AMENDMENT NO. 2 TO THE SCOPE OF SERVICES OF THE AGREEMENT, DATED MAY 16, 2001, WITH REYNOLDS, SMITH AND HILLS, A/E CONSULTANT FOR THE NAUTILUS RIGHT OF WAY (ROW) INFRASTRUCTURE IMPROVEMENT PROJECT; AND FURTHER APPROPRIATING AN AMOUNT NOT TO EXCEED \$51,240, FROM SERIES 2000 WATER AND SEWER BOND FUNDS FOR SAID SERVICES, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" (THE FEE DETAIL AND THE GEOGRAPHIC AREA OF SAID ADDITIONAL SERVICES); EXHIBIT "B" (SAMPLE WATER SERVICE RELOCATION PLAN); AND EXHIBIT "C" (BASE WATER SERVICE RELOCATION PLAN).**

**WHEREAS**, the City has issued 1999 General Obligation (GO) Bonds, Series 2000 Stormwater Revenue Bonds and Series 2000 Water and Sewer Bonds to fund capital improvement projects to provide better service to the City's residents and visitors; and

**WHEREAS**, on May 16 2001, the Mayor and City Commission executed a Professional Services Agreement with Reynolds, Smith and Hills, Inc. (the Consultant), pursuant to Request for Qualifications (RFQ) No. 10-00/01, for Planning Phase Services for the La Gorce Right of Way Improvement Project; and

**WHEREAS**, it is necessary to amend this Agreement for additional services requested by the City, and for credit owed the City, for an adjustment in the number of actual feet of waterline design needed, and the associated level of effort of the Consultant; and

**WHEREAS**, 193 private homes in the Nautilus Neighborhood receive water service from waterlines located in inaccessible, rear right of way easements or access alleys behind the homes, which impede City staff from reading the meters and providing service for the lines; and

**WHEREAS**, it is necessary to abandon the water infrastructure located within the rear easement, relocate water meters to the ROW, and install new water service lines under private property from the relocated meter box to a connection at the abandoned meter box in the rear of the property; and

**WHEREAS**, on October 29, 2003, the Consultant and CIP Staff negotiated a total not to exceed amount of \$51,240, which includes a credit of \$2,734, for the deletion of design tasks for 3,015 linear feet of water mains; and

**WHEREAS**, the Administration recommends additional design services and accepting credit issued to the City, for the adjustment of watermain design tasks, as Amendment No. 2, to the Agreement dated May 16, 2001, with Reynolds, Smith and Hills, A/E Consultant for the Nautilus Right Of Way (Row) Infrastructure Improvement Project.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the Mayor and City Commission approve Additional Design Services for rear easement waterline relocation efforts, as Amendment No. 2 to the Scope of Services of the Agreement, dated May 16, 2001, with Reynolds, Smith and Hills, A/E Consultant for the Nautilus Right Of Way (ROW) Infrastructure Improvement Project and further appropriating an amount not to exceed \$51,240, from Series 2000 Water And Sewer Bond funds for said services, as more particularly described in Exhibit "A" (The Fee Detail and the Geographic Area Of Said Additional Services); Exhibit "B" (Sample Water Service Relocation Plan); and Exhibit "C" (Base Water Service Relocation Plan).

**PASSED, ADOPTED AND APPROVED this 25th day of November, 2003.**

**ATTEST:**

\_\_\_\_\_  
**MAYOR:**

\_\_\_\_\_  
**CITY CLERK**

**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

MA Dink      11-6-03  
City Attorney      Date

**CITY OF MIAMI BEACH  
COMMISSION AGENDA ITEM SUMMARY**



**Condensed Title:**

A resolution of the Mayor and City Commission of the City Of Miami Beach, Florida, authorizing the issuance of Request For Qualifications #08-03/04 for Engineering, Urban Design, and Landscape Architecture Services needed for the Planning, Design, Bid and Award and Construction Administration of Phases III, IV, and V of the South Pointe Streetscape Improvement Project.

**Issue:**

Shall the City of Miami Beach Commission authorize the Request For Qualifications for professional services needed to design Phases III, IV, and V of the South Pointe Streetscape Improvement Project?

**Item Summary/Recommendation:**

The South Pointe Streetscape Improvement Project is a multi-phase, comprehensive street and infrastructure improvement project based on a Master Plan developed and approved in 1999 and covering the entire South Pointe neighborhood south of Fifth Street. Construction of Phase I of the project was completed in 2002 and the design of Phase II of the project is underway. There is a need to begin the planning and design of the remaining Phases III, IV, and V of the project to ensure that the project can be funded through South Pointe RDA TIF funds as was originally anticipated when the South Pointe RDA Master Plan was created.

The scope of work of Phases III, IV, and V of the Project includes roadway, drainage, sidewalk and curb, lighting, landscaping and tree planting, and water line improvements. Estimated total costs of the project are \$20,000,000 million; it is anticipated that RDA funding in this amount will be made available for the Project.

The Project will address the following areas of the South Pointe Neighborhood:

- 4<sup>th</sup> Street between Washington Avenue and the eastern street end
- 2<sup>nd</sup> Street between Washington Avenue and Ocean Drive
- 1<sup>st</sup> Street between Alton Road and Ocean Drive
- Commerce Street from Alton Road to Washington Avenue
- Ocean Drive and Ocean Court from 5<sup>th</sup> Street to South Pointe Drive
- Collins Avenue and Collins Court from 5<sup>th</sup> Street to South Pointe Drive
- South Pointe Drive from Alton Road to eastern street end
- Alton Road from 5<sup>th</sup> Street to South Pointe Drive
- Jefferson Avenue between South Pointe Drive and 1<sup>st</sup> Street
- Other adjacent alleys, roadways, and rights of way as determined necessary

Upon completion of the Project, every street within the South Pointe Neighborhood will have been substantially rehabilitated as was envisioned by the South Pointe Master Plan.

**Advisory Board Recommendation:**

N/A

**Financial Information:**

**Amount to be expended:**

Source of Funds:	Amount	Account	Approved
1	\$		
2			
3			
4			
<b>Total</b>	\$		

Finance Dept.

**City Clerk's Office Legislative Tracking:**

Donald Shockey, Senior Capital Projects Planner, CIP Office

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager

T:\AGENDA\2003\nov2503\regular\southpointe345RFQsum.doc

AGENDA ITEM C7B

DATE 11-25-03

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** November 25, 2003

**From:** Jorge M. Gonzalez  
City Manager

**Subject:** **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE ISSUANCE OF REQUEST FOR QUALIFICATIONS (RFQ) NO. 08-03/04 FOR ENGINEERING, URBAN DESIGN, AND LANDSCAPE ARCHITECTURE SERVICES NEEDED FOR THE PLANNING, DESIGN, BID AND AWARD, AND CONSTRUCTION ADMINISTRATION OF PHASES III, IV, AND V OF THE SOUTH POINTE STREETScape IMPROVEMENT PROJECT.**

### ADMINISTRATIVE RECOMMENDATION

Adopt the Resolution.

### ANALYSIS

The South Pointe Streetscape Improvement Project is a comprehensive multi-phase street and infrastructure improvement project based on the South Pointe Master Plan developed and approved by the City in 1999. The South Pointe Master Plan includes all of the area of the City south of Fifth Street. The Master Plan identified comprehensive improvements at a conceptual level and outlined a schedule of five implementation phases.

Construction of Phase I of the Project addressed Third Street from Ocean Drive to Michigan Avenue and Washington Avenue from 5th Street to South Pointe Drive; construction of Phase I improvements was completed in 2002.

The planning of Phase II improvements, which includes Michigan Avenue between 5th and 2nd Streets, Jefferson Avenue between 5th and 2nd Streets, Meridian Avenue between 5th and 2nd Streets, Euclid Avenue between 5th and 3rd Streets, 2nd Street between Washington and Michigan Avenues, and 4th Street between Alton Road and Washington Avenue, is currently underway. Work on construction design is expected to begin soon. The scope of work for Phase II includes roadway, drainage, landscaping, streetscape, irrigation, water and sewer, electrical, and street lighting improvements.

Currently, there is a need to initiate the planning and design of the remaining Phases III, IV, and V of the Project. The terms of the agreement which governs the South Pointe Redevelopment Area are scheduled to change at the end of FY 2005 and it is important that funding commitments for RDA-funded projects be secured by that time. In order to have a reasonably accurate current planning level estimate of the cost of the remaining three project Phases, the planning process will need to be substantially complete. Since the planning process can take between 6 months and a year to complete, it needs to be

initiated now so that an accurate funding allocation can be approved prior to the anticipated restructuring of the RDA. Currently, project costs are estimated to be approximately \$20 million dollars; it is anticipated that all project funding will be provided through the South Pointe RDA.

The scope of work for Phases III, IV, and V of the Project includes roadway, drainage, landscaping, streetscape, irrigation, water and sewer, electrical, and street lighting improvements. The following areas are included in Phases III, IV, and V of the Project:

- 4th Street between Washington Avenue and the eastern street end
- 2nd Street between Washington Avenue and Ocean Drive
- 1st Street between Alton Road and Ocean Drive
- Commerce Street from Alton Road to Washington Avenue
- Ocean Drive and Ocean Court from 5th Street to South Pointe Drive
- Collins Avenue and Collins Court from 5th Street to South Pointe Drive
- South Pointe Drive from Alton Road to eastern street end
- Alton Road from 5th Street to South Pointe Drive
- Jefferson Avenue between South Pointe Drive and 1st Street
- Other adjacent alleys, roadways, and rights of way as determined necessary

The Project area is described in Exhibit A. A portion of the Project area falls within the boundaries of the City of Miami Beach Ocean Beach Historic District which is illustrated in Exhibit B. Upon completion of Phases III, IV, and V of the Project, every street south of Fifth Street will have been substantially rehabilitated.

#### **RFQ TIMETABLE**

The anticipated schedule for this RFQ and contract approval is as follows:

RFQ to be issued	December 4, 2003
Pre Qualification Conference	December 18, 2003
Deadline for receipt of questions	December 29, 2003
Deadline for receipt of responses	January 6, 2004
Evaluation committee meeting	February 2004
Commission approval/authorization of negotiations	March 2004
Contract negotiations	March 2004
Projected award date	April 2004
Projected contract start date	April 2004

## **SCOPE OF SERVICES**

The purpose of South Pointe Streetscape Improvement Project is to provide for the restoration and enhancement of streets and infrastructure consistent with the South Pointe Master Plan. Phases III, IV, and V of the project will include streetscape work with restoration and enhancement of the roadway, sidewalk, irrigation, landscaping, lighting, potable water, sanitary sewer and storm drainage infrastructure as is determined to be necessary.

Above ground work may include the following functional and aesthetic improvements including:

- Street resurfacing and new pavement markings.
- Swale restoration, and/or curb and gutter restoration or upgrades.
- Repair, extension, or widening of sidewalks and crossing ramps to provide continuous, ADA-Title III compatible separated pedestrian ways.
- Installation of new pedestrian-scale street lighting and/or upgrade of existing lighting to correct deficiencies where needed.
- Enhancement of street tree planting and landscaping.
- Provision of pedestrian amenities.
- Physical and/or operational improvements to local streets for the purposes of increasing pedestrian, non-motorized vehicle, and vehicular safety; and lowering vehicular speeds.

The above ground improvements will be coordinated with underground infrastructure improvements, which may include:

- Upgrading of the drainage collection and disposal system
- Repair or replacement of water mains and sanitary sewer lines

These underground infrastructure improvements are generally identified in the following documents: the City of Miami Beach Comprehensive Stormwater Management Program Master Plan (March 1997); the City of Miami Beach Water System Master Plan, (November 1994); the Citywide Sanitary Sewer Infiltration and Inflow Mitigation Program; and subsequent amendments to these plans. The work may also include surveying and obtaining permits from the local or state agencies having jurisdiction.

The City has contracted the services of Hazen and Sawyer, P.C. to function as Program Manager for the Project and act as the City's agent with regard to all aspects of this scope



of services. Hence, the Program Manager shall serve as the focal point of contact with the selected firm. The City will retain contractual agreement responsibilities with the selected firm.

The successful firm will be tasked with the following duties and responsibilities:

- Task 1 – Planning Services
- Task 2 – Design Services
- Task 3 – Bid and Award Services
- Task 4 – Construction Management Services

Further, the City may include unidentified Additional Services in the contract.

**Task 1 – Planning Services:** The purpose of this Task is to establish a consensus based Project design concept that meets the needs of the community and stays within established schedule and cost parameters. This task will utilize and expand upon the concepts presented in the South Pointe Master Plan. The selected firm will conduct a total of two Community Design Workshops. Based on the results of the Community Design Workshops, a draft Basis of Design Report shall be developed for presentation and approval by all applicable design review committees and permitting agencies. A final Basis of Design Report shall then be prepared summarizing the accepted design concept, budget level cost estimate, implementation schedule and other issues deemed important to the implementation of the project. The final Basis of Design Report will be presented to the City Commission for approval through Resolution.

**Task 2 – Design Services:** The purpose of this Task is to prepare construction design contract documents for the Project. The selected firm will be required to perform a variety of forensic tasks to verify, to the extent practicable, existing conditions and the accuracy of base maps to be used for development of the contract drawings. In addition, the selected firm will follow City standards for the preparation of contract documents, inclusive of drawings, specifications and front-end documents and cost estimates. Review submittal take place at the 30%, 60%, 90% and 100% design completion stages. Contract documents will be subject to constructability and value engineering reviews to be performed by others. The selected firm will attend and participate in community design review meetings to review the design progress and concept at different progress levels during the design. The selected firm will also be responsible for reviewing and receiving approvals of its contract documents from all jurisdictional permitting agencies and boards prior to finalization. The selected firm will provide electronic files of all project documents, as requested by City and/or Program Manager. The selected firm shall establish and maintain an in house Quality Assurance / Quality Control (QA/QC) program designed to verify and ensure the quality, clarity, completeness, constructability and bidability of its contract documents.

**Task 3 – Bid and Award Services:** The selected firm will assist the City in bidding and award of the contract. Such assistance will include facilitating reviews of its contract documents with applicable Procurement, Risk Management and Legal Department representatives. In addition, the selected firm will furnish camera ready contract documents for reproduction and distribution by the City, attend pre-bid conferences, assist with the preparation of necessary addenda, attend the bid opening and assist with the bid evaluation and recommendation of award to the City. The selected firm will provide “As-Bid” documents for use during construction.

**Task 4 – Construction Management Services:** The selected firm will perform a variety of tasks associated with the construction management of the project. These will include attendance at the pre-construction conference, attendance at weekly construction meetings, responding to Contractor requests for information / clarification, responding and evaluating Contractor requests for change orders, review of shop drawings, specialty inspections in the field (full time observation will be furnished by the Program Manager and project closeout reviews including substantial and final punch list development.

**Task 5 – Additional Services:** No additional services are envisioned at this time. However, if such services are required during the performance of the Work, they shall be requested by the City and negotiated in accordance with contract requirements.

**Task 6 – Reimbursables:** The City may reimburse additional expense such as reproduction costs, survey, geotechnical work and underground utility verification costs as is determined to be necessary.

### **EVALUATION/SELECTION PROCESS**

The procedure for RFQ response evaluation and selection is as follows:

1. Request for Qualifications issued.
2. Receipt of responses.
3. Opening of responses and determination if they meet the minimum standards of responsiveness.
4. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each response in accordance with the requirements of this RFQ. If further information is desired, respondents may be requested to make additional written submissions or oral presentations to the Evaluation Committee.
5. The Evaluation Committee will recommend to the City Manager the response or responses acceptance of which the Evaluation Committee deems to be in the best interest of the City.

The Evaluation Committee will rank the responding firms based on the following criteria. The relative importance of each criterion is indicated by the associated percentage figure.

- The ability of professional personnel (30%);
  - Past performance (30%);
  - Willingness to meet time and budget requirements (10%);
  - Location (10%);
  - Recent, current, and projected workloads of the firms (10%); and
  - The volume of work previously awarded to each firm by the agency, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms (10%).
6. The City/RDA may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations.
  7. After considering the recommendation of the Evaluation Committee, the City Manager/RDA Executive Director shall recommend to the City Commission/RDA Board the response or responses acceptance of which the City Manager/RDA Executive Director deems to be in the best interest of the City/RDA.
  8. The City Commission/RDA Board shall consider the City Manager's/RDA Executive Director's recommendation in light of the recommendation and evaluation of the Evaluation Committee and, if appropriate, approve the City Manager's/RDA Executive Director's recommendation. The City Commission/RDA Board may reject City Manager's/RDA Executive Director's recommendation and select another response or responses. In any case, City Commission/RDA Board shall select the response or responses acceptance of which the City Commission/RDA Board deems to be in the best interest of the City/RDA. The City Commission/RDA Board may also reject all proposals.
  9. Negotiations between the selected respondent and the City Manager/RDA Executive Director take place to arrive at a contract. If the City Commission/RDA Board has so directed, the City Manager/RDA Executive Director may proceed to negotiate a contract with a respondent other than the top ranked respondent if the negotiations with the top ranked respondent fail to produce a mutually acceptable contract within a reasonable period of time.
  10. A proposed contract or contracts are presented to the City Commission/RDA Board for approval, modification and approval, or rejection.
  11. If and when a contract or contracts acceptable to the respective parties is approved by the City Commission/RDA Board, the Mayor/Chairman of the RDA and City Clerk/RDA Secretary sign the contract(s) after the selected respondent(s) has (or have) done so.

By submitting a response, all respondents shall be deemed to understand and agree that no property interest or legal right of any kind shall be created at any point during the aforesaid evaluation/selection process until and unless a contract has been agreed to and signed by both parties.

The Administration recommends that the Mayor and the City Commission approve and authorize the issuance of Request for Qualifications (RFQ) NO. 08-03/04 for urban design, landscape architecture, and engineering services required for the planning, design, bid and award, and construction administration of Phases III, IV, and V of the South Pointe Streetscape Improvement Project.



JMG:RSM:TH:DPS  
Attachments

T:\AGENDA\2003\nov2503\regular\southpointe345memo.doc

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION  
OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING  
THE ISSUANCE OF REQUEST FOR QUALIFICATIONS  
(RFQ) NO. 08-03/04 FOR ENGINEERING, URBAN DESIGN,  
AND LANDSCAPE ARCHITECTURE SERVICES NEEDED  
FOR THE PLANNING, DESIGN, BID AND AWARD, AND  
CONSTRUCTION ADMINISTRATION OF PHASES III, IV,  
AND V OF THE SOUTH POINTE STREETSCAPE  
IMPROVEMENT PROJECT.**

**WHEREAS**, the South Pointe Streetscape Improvement Project is a comprehensive multi-phase street and infrastructure improvement project based on the South Pointe Master Plan developed and approved by the City in 1999 and encompassing all of the area of the City south of Fifth Street; and

**WHEREAS**, the Master Plan identified comprehensive improvements at a conceptual level and outlined a schedule of five implementation phases; and

**WHEREAS**, construction of Phase I of the Project was completed in 2002; and

**WHEREAS**, the planning of Phase II of the Project is nearing completion and work on related construction design is scheduled to begin soon; and

**WHEREAS**, Phases III, IV, and V of the Project remain to be designed and constructed; and

**WHEREAS**, there is a need to initiate the planning and design of Phases III, IV, and V of the Project to complete the Project as anticipated in the Master Plan and to ensure that the estimated \$20 million dollar cost of the Project can be funded through the South Pointe RDA; and

**WHEREAS**, the scope of work for Phases III, IV, and V of the Project includes roadway, drainage, landscaping, streetscape, irrigation, water and sewer, electrical, and street lighting improvements; and

**WHEREAS**, the purpose of issuing a Request for Qualifications is to obtain qualifications from professional firms with the capability and experience to provide professional planning, urban design, engineering and landscape architecture services for the planning, design, bid and award, construction administration of the Project; and

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the Mayor and City Commission approve the issuance of Request for Qualifications (RFQ) No. 08-03/04 for engineering, urban design, and landscape architecture services needed for the planning,

design, bid and award, and construction administration of Phases III, IV, and V of the South Pointe Streetscape Improvement Project.

**PASSED, ADOPTED AND APPROVED this 25th day of November, 2003.**

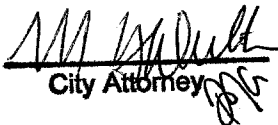
**ATTEST:**

\_\_\_\_\_  
**MAYOR:**

\_\_\_\_\_  
**CITY CLERK**

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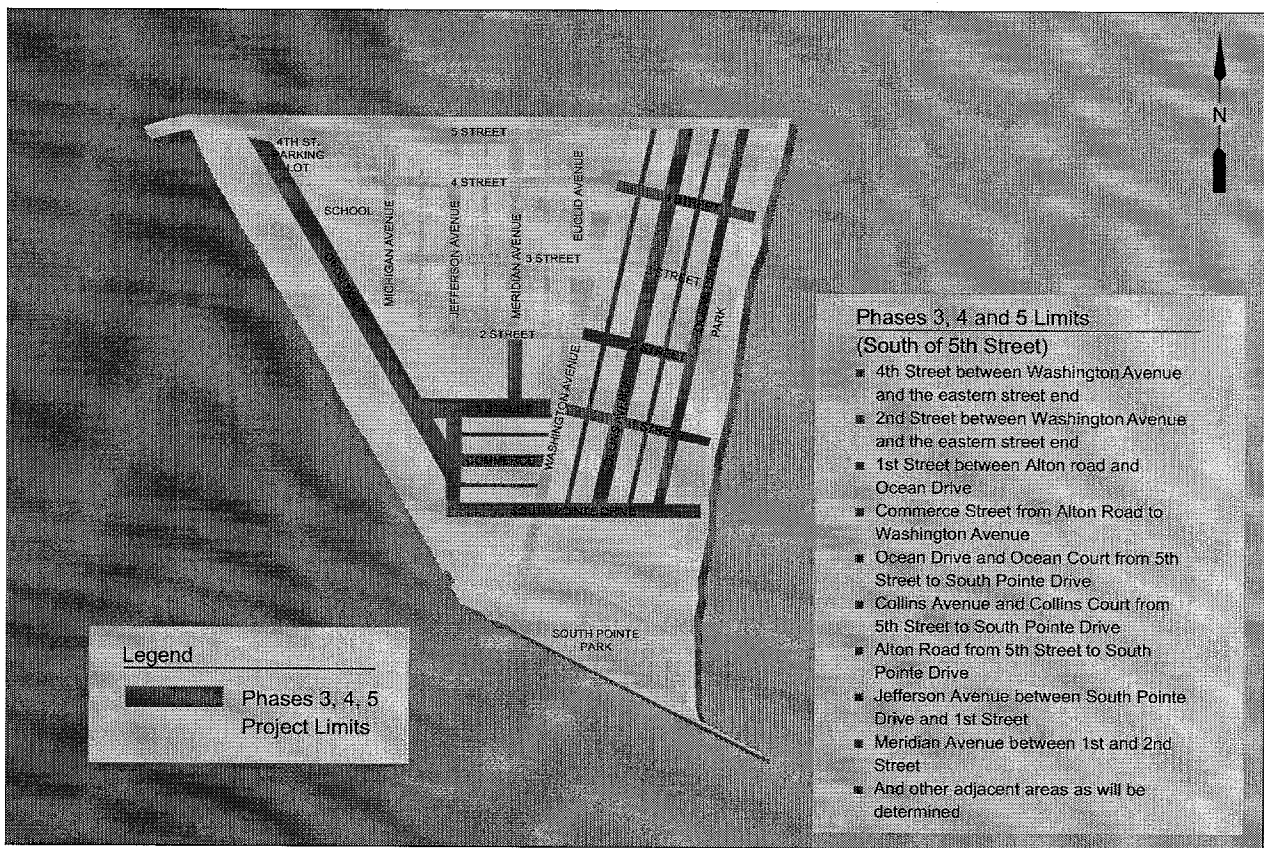
**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

  
\_\_\_\_\_  
City Attorney

11-17-03  
Date

## Exhibit A

## Exhibit A - South Pointe RDA Phases 3, 4 and 5





## Exhibit B

# OCEAN BEACH HISTORIC DISTRICT



**SINGLE FAMILY**



**OTHER BUILDINGS**

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**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**



**Condensed Title:**

Award of a Contract to Lemark Corporation for Structural Repairs and Maintenance Work at the 17th Street Parking Garage in the Amount of \$321,173.76 pursuant to bid 67-02/03, and Appropriation of Funds in the Amount of \$132,600.

**Issue:**

Shall the Commission Award a Contract to Lemark and Appropriate Funding?

**Item Summary/Recommendation:**

The City of Miami Beach Building Department issued a Notice of Violation for the cracks developed at mid span of the pre-cast beams inside the 17<sup>th</sup> Street Parking Garage. A study was requested from the original Engineer of Record, Bliss & Nyitray, which included a visual inspection with recommendations and a test measuring changes and movements in the cracks throughout the Parking Garage. The report from the Engineer included several locations where concrete spalling had occurred and the need for repairs is evident. After the test was performed, a repair method for the cracks at the mid span with a flexible epoxy, capable to allow the beam to move as originally designed, was agreed to between Bliss & Nyitray and the City Building Department Structural Engineer. Such epoxy was found and several test repairs were performed at the site. Invitation to Bid No. 67-02/03 was issued on August 26, 2003, with an opening date of October 14, 2003 for the structural repairs, waterproofing and maintenance repairs. In addition the City's Building Department requested a Special Inspector. . Based on the analysis, the City recommends that the contract be awarded to the lowest and best bidder, Florida Lemark Corporation to provide the construction services required pursuant to Bid No. 67-02/03 for the concrete restoration and repairs to the City of Miami Beach 17th Street Parking Garage and the appropriation of the funds, in the amount of \$132,600, for the structural and maintenance repairs at the 17<sup>th</sup> Street Parking Garage.

**Advisory Board Recommendation:**

N/A

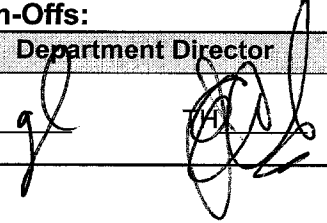
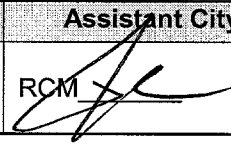
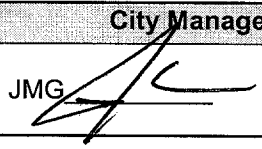
**Financial Information:**

Source of Funds:		Amount	Account	Approved
	1	\$132,600	481 Fund	
Finance Dept.	Total	\$132,600		

**City Clerk's Office Legislative Tracking:**

JECh

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager
GL 	RCM 	JMG 

AGENDA ITEM C7C  
DATE 11-25-03

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** November 25, 2003

**From:** Jorge M. Gonzalez  
City Manager

**Subject:** **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AWARDED A CONTRACT TO THE LOWEST AND BEST BIDDER, FLORIDA LEMARK CORPORATION, IN THE AMOUNT OF \$321,173.76, PURSUANT TO BID NO. 67-02/03 FOR THE CONCRETE RESTORATION AND REPAIRS TO THE CITY OF MIAMI BEACH 17TH STREET PARKING GARAGE, AND APPROPRIATING FUNDS, IN THE TOTAL AMOUNT OF \$132,600 FROM PARKING REVENUE BOND FUND 481 FOR ADDITIONAL EXPENSES OF SPECIAL INSPECTOR AND WATERPROOFING.**

### **ADMINISTRATION RECOMMENDATION:**

Adopt the Resolution.

### **FUNDING:**

Funding for construction, in the amount of \$300,000, is already available from the Parking Revenue Bond Fund No. 481 previously appropriated in the Capital Budget 2003-2004, Resolution 2003-25351. Additional funds are available for appropriation from the same Parking Revenue Bond Fund No. 481 in the amounts of \$132,600 for the Special Inspector requested by the Building Department and for water proofing at the 17th Street Parking Garage.

### **ANALYSIS:**

The City of Miami Beach Building Department issued a Notice of Violation for the cracks developed at mid span of the pre-cast beams inside the 17th Street Parking Garage.

A study was requested from the original Engineer of record, Bliss & Nyitray, which included a visual inspection with recommendations and a test measuring changes and movements in the cracks throughout the Parking Garage. The report from the Engineer included several locations where concrete spalling had occurred and the need for repairs is evident.

After the test was performed, a repair method for the cracks at the mid span with a flexible epoxy, capable to allow the beam to move as originally designed, was agreed to between Bliss & Nyitray and the City Building Department Structural Plans Examiner Engineer. Such epoxy was found and several test repairs were performed at the site.

In July 2003, the Chief structural Plans Examiner Engineer from the Building Department approved the repair method after the test repairs performed as desired. The need of a new waterproofing system at the roof level to preserve the integrity of the structure and prevent additional spalling was also observed by contractors visiting the site and confirmed by maintenance personnel.

Invitation to Bid No. 67-02/03 was issued on August 26, 2003, with an opening date of October 14, 2003. A non-mandatory pre-bid conference and site inspection was held on September 17, 2003. BidNet issued bid notices to 37 prospective bidders, resulting in 27 vendors requesting bid packages, which resulted in the receipt of five (5) bids.

The work specified in this bid consists of furnishing all materials, labor, equipment, supervision, mobilization, overhead & profit required to provide concrete restoration and repairs to the 17th Street Parking Garage including the waterproofing. There will be 3 different types of repairs:

Cracks in beams: Repairs to small cracks generally in the mid-span of the joists at all levels of the garage. All of these cracks need to be repaired as per the manufacturer recommendations (Sika or equal).

Spalling repairs: Repairs are needed throughout the parking facility. Spalls and poorly repaired concrete areas require properly repaired sections of concrete. A proper repair requires removal of existing concrete, cleaning of corroded reinforcing steel, and replacement with a Polymer modified cementitious patching material selected to be compatible with the surrounding concrete and with its intended use or exposure.

Waterproofing: Waterproofing needed on the roof level of the parking garage. The waterproofing has lost its integrity and needs to be replaced.

The Contract Documents included in the bid, specify that the work for the Project is to be substantially completed within 180 calendar days from the issuance of the second notice to proceed, and completed and ready for final payment within 30 calendar days from the date certified by CONSULTANT as the date of Substantial Completion.

The CIP Office, with the Procurement Division, have evaluated the bids and determined that Florida Lemark Corporation is the lowest and best bidder.

## BID TAB

### Bid 67-02/03 - CONCRETE RESTORATION AND REPAIRS TO THE CITY OF MIAMI BEACH 17TH STREET PARKING GARAGE

TOTAL BID	ITEM 1	ITEM 2	ITEM 3 ALTERNATE	GRAND TOTAL
<b>FLORIDA LEMARK CORPORATION</b>	\$30,000.00	\$17,250.00	\$273,923.76	\$321,173.76
<b>INTRON TECHNOLOGIES, INC.</b>	\$46,824.00	\$61,220.00	\$351,867.00	\$459,911.00
<b>STRUCTURAL PRESERVATION SYSTEMS, INC.</b>	\$103,800.00	\$33,450.00	\$437,959.50	\$575,209.50
<b>ATLANTIC WATERPROOFING, INC.</b>	\$108,000.00	\$15,000.00	\$477,774.00	\$600,774.00
<b>VIP PAINTING, INC.</b>	\$108,000.00	\$19,500.00	\$824,000.00	\$951,500.00

The following references were secured by Procurement staff:

Mr. Luis Rodriguez, Project Manager  
Brill Rodriguez Salas & Associates

"They have been our Contractors on numerous projects designed by our office and they have been extraordinarily professional in the execution of the work and, to the best of my knowledge, owners have been satisfied and seek their services for repeat work"

Mr. Craig Overholt, Project Manager, President  
Overholt Construction Corp.

"Florida Lemark did high quality work for us, the project being the Burdines Parking Garage. This work was very detailed structural repairs and the work was done to the approval of the structural Engineer."

Mr. Ted Wolfsthal, Project Manager  
CoresSlab Structures

"Florida Lemark is a very professional organization. We have been consistently pleased with their performance on the projects that we have used them on. Both their performance and quality of work are excellent. We can strongly recommend them to provide services to you."

Ms. Christy Elias, Project Manager, President  
C.L. Elias Construction, Inc.

"Florida Lemark administrative staff provides excellent documentation. Their superintendents and field staff have performed beyond our expectations. We have always finished our projects on time and many times ahead of schedule. They will be an asset to your projects."

Summary of costs and needed appropriations FUND 481:

Special Inspector	\$ 65,000
Repairs	\$ 47,250
Water proofing for 17th Street Parking Garage	\$274,000
Contingency	<u>\$ 46,350</u>
Subtotal	\$432,600
Less available, Funds already appropriated	<u>- \$300,000</u>
<b>APPROPRIATION REQUEST HEREIN</b>	<b>\$132,600</b>

**CONCLUSION:**

Based on the analysis, the City recommends that the contract be awarded to the lowest and best bidder, Florida Lemark Corporation in the amount of \$321,173.76 to provide the construction services required pursuant to Bid No. 67-02/03 for the concrete restoration and repairs to the City of Miami Beach 17th Street Parking Garage, and the appropriation of funds in the amount of \$132,600, for additional expenses of special inspector and waterproofing.

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RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AWARD OF A CONTRACT TO THE LOWEST AND BEST BIDDER, FLORIDA LEMARK CORPORATION, IN THE AMOUNT OF \$321,173.76, PURSUANT TO BID NO. 67-02/03 FOR THE CONCRETE RESTORATION AND REPAIRS TO THE CITY OF MIAMI BEACH 17TH STREET PARKING GARAGE, AND APPROPRIATING FUNDS, IN THE TOTAL AMOUNT OF \$132,600 FROM PARKING REVENUE FUND 481 FOR ADDITIONAL EXPENSES OF SPECIAL INSPECTOR AND WATERPROOFING.**

**WHEREAS**, the City of Miami Beach Building Department has issued a Notice of Violation for the cracks developed at mid span of the pre-cast beams inside the 17th Street Parking Garage; and

**WHEREAS**, a study was requested from the original engineer of record, Bliss & Nyitray, which included a visual inspection with recommendations and a test measuring changes and movements in the cracks throughout the Parking Garage; and

**WHEREAS**, the report from the engineer included several locations where concrete spalling had occurred and the need for repairs is evident; and

**WHEREAS**, in July 2003, the Chief Structural Plans Examiner Engineer from the Building Department approved the repair method after the test repairs performed as desired; and

**WHEREAS**, the need of a new waterproofing system at the roof level to preserve the integrity of the structure and prevent additional spalling was also observed by contractors visiting the site and confirmed by maintenance personnel; and

**WHEREAS**, spalling repairs are needed throughout the parking facility.

**WHEREAS**, spalls and poorly repaired concrete areas require properly repaired sections of concrete; and

**WHEREAS**, Invitation to Bid NO. 67-02/03 was issued on August 26, 2003, with an opening date of October 14, 2003; and

**WHEREAS**, a non-mandatory pre-bid conference and site inspection was held on September 17, 2003; and

**WHEREAS**, BidNet issued bid notices to 37 prospective bidders, resulting in 27 vendors requesting bid packages, which resulted in the receipt of five (5) bids; and

**WHEREAS**, the CIP Office, with the Procurement Division, has evaluated the bids and determined that Florida Lemark Corporation is the lowest and best bidder; and

**WHEREAS**, additional funds are available for appropriation from the Parking Revenue Fund No. 481 in the amount of \$132,600 for the Special Inspector requested by the Building Department and for water proofing at the 17th Street Parking Garage.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the Mayor and City Commission award a Bid contract to Florida Lemark Corporation, in the amount of \$321,173.76, pursuant to BID No. 67-02/03 for the concrete restoration and repairs of the 17<sup>th</sup> Street Parking Garage and the appropriation of \$132,600 from Parking Revenue Fund 481 for additional expenses of Special Inspector and waterproofing.

**PASSED and ADOPTED** this 25<sup>th</sup> day of November, 2003.

**ATTEST:**

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**MAYOR**

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**CITY CLERK**

JMG

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**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

  
\_\_\_\_\_  
City Attorney

11-17-03  
\_\_\_\_\_  
Date

**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**



**Condensed Title:**

Appropriation of funds, in the amount of \$97,333, from Parking Revenue Fund 481, for maintenance at the 17<sup>th</sup> Street Parking Garage.

**Issue:**

Shall the City Commission appropriate funds to maintain the 17<sup>th</sup> Street Parking Garage and Toll Booth Structures?

**Item Summary/Recommendation:**

The 17<sup>th</sup> Street Parking Garage located at 640 17<sup>th</sup> Street is one of the principal suppliers of parking spaces whenever an event close to the Miami Beach Convention Center takes place. As a result of this continuous and intense use, some areas have suffered extensive deterioration that requires immediate maintenance attention. The east elevation has suffered extensive damage due to the exposure to the salt spray coming from the ocean. The man-proofing infrastructure on the second floor is corroded and lacks the appropriate structural support. The elevator doors and frames have also suffered corrosion. Preventative maintenance and repainting of this infrastructure is needed at this time. If the maintenance is not addressed now, the infrastructure may need to be completely replaced in the near future, which will be more expensive.

There are four (4) toll collector booths at the two (2) surface parking lots near City Hall (two in the Convention Center Parking Lot, and two in the surface parking lot just east of the 17<sup>th</sup> Street Parking Garage). These structures also require maintenance at this time. Structural supports must be repaired to maintain the toll booths in operational condition.

The Administration recommends that funding in the amount of \$97,333 be appropriated to address these maintenance issues. The Administration plans on awarding a contract to a Job Order Contract (JOC) contractor with these funds.

Additional funding already appropriated in the amount of 144,667 from Parking Revenue Fund 480

**Advisory Board Recommendation:**

N/A

**Financial Information:**

Source of Funds:		Amount	Account	Approved
	1	\$97,333	Parking Revenue Fund 481	
Finance Dept.	Total	\$97,333		

**City Clerk's Office Legislative Tracking:**

Hiram Siaba, Capital Projects Coordinator

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager

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*For  
Tim  
Henderson*

AGENDA ITEM

C7D

DATE

11-25-03

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** November 25, 2003

**From:** Jorge M. Gonzalez  
City Manager

**Subject:** **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROPRIATING FUNDS, IN THE AMOUNT OF \$97,333, FROM PARKING REVENUE FUND 481 FOR THE MAINTENANCE OF THE 17<sup>TH</sup> STREET PARKING GARAGE AND TOLL COLLECTOR BOOTHS AT THE CONVENTION CENTER PARKING LOT AND THE SURFACE PARKING LOT JUST EAST OF THE 17<sup>TH</sup> STREET PARKING GARAGE, TO BE PERFORMED BY A JOB ORDER CONTRACT (JOC) CONTRACTOR.**

### **ADMINISTRATION RECOMMENDATION:**

Adopt the Resolution.

### **FUNDING:**

Funding is available from the Parking Bond Fund No.481 in the amount of \$97,333 for the maintenance of the 17<sup>th</sup> Street Parking Garage and Toll Collector Booths at the Convention Center Parking Lot and the surface Parking Lot just east of the 17<sup>th</sup> Street Parking Garage, additional funding in the amount of \$144,667 is available from Parking Revenue Fund 480, and has been already appropriated.

### **ANALYSIS:**

The 17<sup>th</sup> Street Parking Garage located at 640 17<sup>th</sup> Street is one of the principal suppliers of parking spaces whenever an event close to the Miami Beach Convention Center takes place. As a result of this continuous and intense use, some areas have suffered extensive deterioration that requires immediate maintenance attention. The east elevation has suffered extensive damage due to the exposure to the salt spray coming from the ocean. The man-proofing infrastructure on the second floor is corroded and lacks the appropriate structural support. The elevator doors and frames have also suffered corrosion. Preventative maintenance and repainting of this infrastructure is needed at this time. If the maintenance is not addressed now, the infrastructure may need to be completely replaced in the near future, which will be more expensive.

There are four (4) toll collector booths at the two (2) surface parking lots near City Hall (two in the Convention Center Parking Lot, and two in the surface parking lot just east of the 17<sup>th</sup> Street Parking Garage). These structures also require maintenance at this time. Structural

supports must be repaired to maintain the tool booths in operational condition.

Summary of costs:

Maintenance at 17th Street Parking Garage	\$206,000
Maintenance of Toll Collector Booths at Surface Parking Lots	\$ 14,000
Contingency	<u>\$ 22,000</u>
<b>TOTAL</b>	<b><u>\$242,000</u></b>
Less money available	<u>\$144,667</u>
<b>TOTAL APPROPRIATION</b>	<b>\$ 97,333</b>

The Administration recommends that funding in the amount of \$97,333 be appropriated to address these maintenance issues. The Administration plans on awarding a contract to a Job Order Contract (JOC) contractor with these funds.

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RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROPRIATING FUNDS, IN THE AMOUNT OF \$97,333, FROM PARKING REVENUE FUND 481 FOR THE MAINTENANCE OF THE 17<sup>TH</sup> STREET PARKING GARAGE AND TOLL COLLECTOR BOOTHS AT THE CONVENTION CENTER PARKING LOT AND THE SURFACE PARKING LOT JUST EAST OF THE 17<sup>TH</sup> STREET PARKING GARAGE, TO BE PERFORMED BY A JOB ORDER CONTRACT (JOC) CONTRACTOR.**

**WHEREAS**, the 17<sup>th</sup> Street Parking Garage requires immediate maintenance attention.

**WHEREAS**, the east elevation has suffered extensive damage due to the exposure to the salt spray coming from the ocean.

**WHEREAS**, the man-proofing infrastructure on the second floor is corroded and lacks the appropriate structural support. The elevator doors and frames have also suffered corrosion; and

**WHEREAS**, there are four (4) toll collector booths require maintenance. Structural supports must be repaired to maintain the tool booths in operational condition; and

**WHEREAS**, the City of Miami Beach approved the Job Order Contracting (JOC) as a procurement method and can be used for maintenance related work; and

**WHEREAS**, additional funding in the amount of \$144,667 has already been appropriated from Parking Revenue Fund 480, and

**WHEREAS**, the maintenance work for the 17<sup>th</sup> Street Parking Garage, and the Toll Booth Structures will be awarded to a JOC Contractor.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the Mayor and City Commission appropriate the Funds in the amount of \$97,333, from Parking Revenue Fund 481 for the maintenance issues at the 17<sup>th</sup> Street Parking garage and tollbooth structures.

**PASSED and ADOPTED** this 25<sup>th</sup> day of November, 2003.

**ATTEST:**

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**CITY CLERK**

JMG

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**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

  
\_\_\_\_\_  
City Attorney

11-19-03  
\_\_\_\_\_  
Date

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**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**



**Condensed Title:**

A resolution accepting the recommendation of the City Manager pertaining to the ranking of proposals received pursuant RFP 58-02/03 for the provision of auditing services for resort taxes and audits of non-profit organizations; and authorizing the Administration to enter into negotiations and contracts with the top rank firms for a one year contract with two one-year options to renew.

**Issue:**

Shall the Commission authorize the Administration to enter into negotiations and contracts with the top three firms of Urbach Kahn & Werlin, Beverly Young, and Rodriquez Truba & Company for audits of resort taxes and with the top two firms of Sanson Kline Jacomino and Urbach Kahn & Werlin for internal audits of non-profit organizations?

**Item Summary/Recommendation:**

Audits of business collecting City resort taxes have been performed by the City's field agents and supplemented by contracting out audits to outside firms. It is recommended that the City continues to contract with outside firms to assist in audits of resort taxes. In addition, it is recommended to contract with outside firms to assist the internal audit department with audits of non-profit agencies receiving monies through the city.

ADOPT THE RESOLUTION

**Advisory Board Recommendation:**

On January 15, 2003, the City Finance and Citywide Projects Committee approved the continued usage of outside contractors to supplement audit coverage for resort taxes.



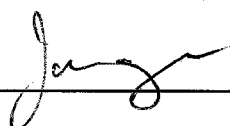
**Financial Information:**

Source of Funds:	Amount		Account	Approved
	1	\$120,000	160.0330.000312 (Professional Services – Resort Tax Fund)	
	2	\$10,000	011.0330.000312 (Professional Services – General Fund)	
	3			
	4			
	Total	\$130,000		

**City Clerk's Office Legislative Tracking:**

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**Sign-Offs:**

Department Director	Assistant City Manager	City Manager
JS 	MDB 	

AGENDA ITEM C7E  
DATE 11-25-03



# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.ci.miami-beach.fl.us



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** November 25, 2003

**From:** Jorge M. Gonzalez  
City Manager

**Subject:** **A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PERTAINING TO THE RANKING OF PROPOSALS RECEIVED PURSUANT TO REQUEST FOR PROPOSALS (RFP) NO58-02/03, FOR PROVIDING AUDITS OF RESORT TAXES AND INTERNAL AUDITS OF NON-PROFIT ORGANIZATIONS; AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS AND CONTRACTS FOR A ONE-YEAR CONTRACT, WITH TWO ONE-YEAR OPTIONS TO RENEW, WITH THE TOP THREE FIRMS (URBACH KAHN & WERLIN; BEVERLY YOUNG; AND RODRIQUEZ TRUEBA & COMPANY) FOR AUDITS OF RESORT TAXES, AND THE TOP TWO FIRMS (SANSON KLINE JACOMINO & COMPANY AND URBACH KAHN & WERLIN) FOR AUDITS OF NON-PROFIT ORGANIZATIONS; SHOULD THE ADMINISTRATION NOT BE ABLE TO NEGOTIATE WITH THE TOP FIRMS, AUTHORIZING THE ADMINISTRATION TO NEGOTIATE WITH THE NEXT FIRMS RANKED IN ORDER OF SELECTION, AS SET FORTH IN THIS ITEM.**

### ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

### ANALYSIS

The City of Miami Beach charges a resort tax of three percent on revenues generated by the sale of rooms and two percent of revenues from food and beverage earned within the City. Businesses are required to register with the City to collect and remit taxes. It is projected that \$25.6 million in resort taxes will be collected in fiscal year 2004. As of October 1, 2003, there were 1,959 businesses registered to collect resort taxes. Of the total registered businesses, 665 are reporting taxes to the City on a monthly basis and 6 are reporting taxes on a quarterly basis. These businesses consist of hotels, restaurants, nightclubs, and bars. The balance of registered businesses (1,288) represents apartments required to report on an annual basis to the City.

The City employs field agents to audit these businesses. In an effort to expand audit

coverage, the City entered into agreements with three independent contractors in October of 1994 to audit the records of these businesses. On January 12, 2000, the Commission adopted a resolution accepting the ranking of responses received and authorized the administration to negotiate and enter into contracts for these services. Two contractors were awarded contracts for one year with two one-year renewals and are now on a month to month basis.

Previously, the City collected a telecommunication tax from hotel operators who provided telecommunications services to their customers. Auditing for compliance of this tax was performed by the City's field agents and its auditing contractors. Effective October 1, 2001, the State of Florida collects this tax and remits a portion of the tax to the City. The State now has the auditing responsibility for this telecommunication tax.

The Internal Audit objective for the current fiscal year is to audit 25 percent of the monthly and 10 percent of the annual active resort tax accounts for a total of 300 accounts. The Internal Audit Department will assign these audits to the City's field agents and independent contractors. For the current year, the City has reduced its field agents from four positions to three positions.

The contract term would be for a period of one year with the option of two one-year renewals. Funds for resort tax audits are available from the resort tax fund. The budget for the fiscal year 03/04 has been reduced from \$150,000 to \$120,000 for these professional services. Expenditures for these external audit services amounted to \$113,794 for fiscal year 02/03.

At the meeting of the City Finance and Citywide Projects Committee held on January 15, 2003, the continued usage of contractors to supplement audit coverage of resort taxes was discussed, and the issuance of a Request for Proposals (RFP) was recommended.

On February 5, 2003, the City Commission adopted a resolution authorizing the issuance of a RFP for the provision of auditing service for resort taxes for a one-year period with two one-year options to renew, and the extension of the existing agreements with Beverly Young and The Bookkeepers on a month to month basis until new agreements are executed.

The Administration later decided to add to this RFP a provision for audits of non-profit organizations. The City Commission had previously expressed a desire to audit these non-profit agencies which receive monies through the City. Funding sources consist of monies from the general fund, resort tax fund, Community Development Block Grants, Home Investment Partnerships and Emergency Shelter Grants. The City Commission has requested that these agencies be included in the Internal Audit Department audit schedule. The Internal Audit Department has identified 32 agencies that received funding totaling \$6,700,000 for fiscal years 01/02 and 02/03. Ranges in funding distributed to these agencies were from \$5,000 to \$1,485,000.

Outside firms could be contracted to provide assistance to the City's Internal Audit department for audits of non-profit organizations. These firms would provide staff on a part-time basis as needed to perform audit work under the direction of the City's Internal Auditor. Contract pricing would be on an hourly rate with length of contract terms similar to those for the resort tax contractors. The current average hourly rate for the City's staff and senior auditors is \$31. Funds for the audits of non-profit organizations would be from the general fund. For fiscal year 03/04, \$10,000 has been budgeted for these audits.

The following six proposals were received in response to RFP No. 58-02/03:

		Submitted Proposal for Audit Type	
		Resort Tax	Non-Profit Organizations
1	Beverly Young	YES	NO
2	The Bookkeepers	YES	NO
3	Forshee & Lockwood	NO	YES
4	Rodriguez, Trueba & Company	YES	YES
5	Sanson Kline Jacomino & Co	YES	YES
6	Urbach Kahn & Werlin	YES	YES

On September 10, 2003 the City Manager via Letter to Commission (LTC) No. 214-2003 appointed an Evaluation Committee ("the Committee") consisting of the following individuals:

1. Javier Nunez, CPA and Property Owner
2. Polly Burton, Local Business Owner Windjammer Cruise and Resident
3. Fred Berens, Budget Advisory Committee, and Resident
4. Georgina Echert, Assistant Finance Director, City of Miami Beach
5. James Sutter, Internal Auditor, City of Miami Beach

On October 21, 2003, the Committee convened and decided to separate this RFP process and evaluate and rank the firms based upon the two distinct components. The Committee would evaluate the firms first for the audits on Resort Taxes and then for the non-profit organizations.

#### Audits of Resort Taxes:

The Committee discussed the following RFP Evaluation Criteria factors used to evaluate and rank the proposals for Resort Tax Audits:

- Experience and Qualification of the Proposer (25%)
- Experience and Qualification of the individuals assigned to audits (25%)
- Proposed fees per audit (50%)

The committee agreed that each firm had experience in auditing businesses in the hospitality industry. The main deciding factor came down to the cost per audits. The cost

for audits of monthly accounts ranged from \$750 to \$1,400 per audit and the cost for annual accounts ranged from \$600 to \$1,400 per audit. Two of the five proposals listed an additional fee of 15% of any collection resulting from the audit assessment. The results of the evaluation ranked the top three firms as Urbach Kahn & Werlin, Beverly Young, and Rodriquez, Trueba & Company. Scoring results per committee member were as follows:

Committee Member	Beverly Young		The Bookkeepers		Rodriquez, Trueba & Co.		Sanson, Kline Jacomino & Co		Urbach, Kahn & Werlin	
Nunez	100	1	85	4	90	2	70	5	90	2
Burton	90	3	72	4	95	1	70	5	94	2
Berens	95	2	83	4	95	2	80	5	100	1
Echert	90	2	70	4	80	3	60	5	100	1
Sutter	100	1	88	4	96	3	75	5	98	2
Ranking		2		4		3		5		1

It was recommended that the Administration negotiate and contract with the top three firms as indicated above at a set price and assign audits to all three firms on a rotating basis. If one firm cannot come to an agreement, then the other firm or firms may be approached for negotiation and contract.

#### Audits of Non-Profit Organizations:

The Committee discussed the following RFP Evaluation Criteria factors used to evaluate and rank the proposals for Non-Profit Organization Audits:

- Experience and Qualification of the Proposer (25%)
- Experience and Qualification of the individuals assigned to audits (25%)
- Proposed Hourly Fees (50%)

The committee agreed that each firm had experience in auditing non-profit businesses. The main deciding factor came down to the proposed hourly fees. Most firms proposed a tier rate schedule for each professional position. The hourly rate for a staff position, the one most likely to do the work, ranged from \$50 to \$100 per hour. The results of the evaluation ranked the top two firms as Sanson Kline Jacomino & Co., and Urbach Kahn & Werlin. Scoring results per committee member were as follows:

Committee Member	Forshee & Lockwood		Rodriquez, Trueba & Co.		Sanson, Kline Jacomino & Co		Urbach, Kahn & Werlin	
Nunez	65	4	95	1	90	3	95	1
Burton	65	4	93	3	100	1	94	2
Berens	65	4	90	3	95	2	100	1
Echert	60	4	80	3	100	1	90	2
Sutter	70	4	98	1	98	1	97	3
Ranking		4		3		1		2

The results of the evaluation ranked the top two firms as Sanson Kline Jacomino & Co, and

Urbach Kahn & Werlin. It was recommended that the Administration negotiate and contract with these two firms at a set hourly price and assign audits to both firms on a rotating basis. If one firm cannot come to an agreement, then the other firm or firms may be approached for negotiation and contract.

**CONCLUSION**

The Administration recommends that the Mayor and Commission adopt the resolution, which accepts the City Manager's recommendation and authorizes the Administration to enter into negotiations and contract with the top-ranked firms of Urbach Kahn & Werlin, Beverly Young, and Rodriquez, Trueba & Company for Resort tax audits and Sanson Kline Jacomino & Co, and Urbach Kahn & Werlin for audits of non-profit organizations. In the event that one firm cannot come to an agreement, then the other firm or firms may be approached for negotiation and contract.

JMG:MDB:JJS

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RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PERTAINING TO THE RANKING OF PROPOSALS RECEIVED PURSUANT TO REQUEST FOR PROPOSALS (RFP) NO 58-02/03, FOR PROVIDING AUDITS OF RESORT TAXES AND INTERNAL AUDITS OF NON-PROFIT ORGANIZATIONS; AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS AND CONTRACTS FOR A ONE-YEAR CONTRACT, WITH TWO ONE-YEAR OPTIONS TO RENEW, WITH THE TOP RANKED THREE FIRMS (URBACH KAHN & WERLIN; BEVERLY YOUNG; AND RODRIQUEZ TRUEBA & COMPANY) FOR AUDITS OF RESORT TAXES; AND THE TOP RANKED TWO FIRMS (SANSON KLINE JACOMINO & COMPANY AND URBACH KAHN & WERLIN) FOR AUDITS OF NON-PROFIT ORGANIZATIONS; SHOULD THE ADMINISTRATION NOT BE ABLE TO NEGOTIATE WITH THE TOP FIRMS, AUTHORIZING THE ADMINISTRATION TO NEGOTIATE WITH THE NEXT FIRMS RANKED IN ORDER OF SELECTION, AND AS SET FORTH IN THIS RESOLUTION.

**WHEREAS**, on February 5, 2003, the Mayor and City Commission authorized the Administration to issue a request for proposals for the provision of Auditing Resort Taxes for a one-year period, and to extend the current existing agreements with Beverly Young and The Bookkeepers, on a month-to-month basis, until conclusion of the competitive process and the negotiation and execution of new agreements were completed; and

**WHEREAS**, to satisfy the City Commission's desire to audit non-profit organizations receiving funding through the City, the Administration subsequently expanded the scope of the RFP to include a provision for audits of non-profit organizations; and

**WHEREAS**, on July 30, 2003, RFP No. 58 02/03 (the RFP) was issued, and six responsive proposals were received; and

**WHEREAS**, on October 21, 2003, an evaluation committee appointed by the City Manager convened and evaluated the proposals and ranked the firms according to the criteria listed in the RFP; and

**WHEREAS**, the evaluation committee ranked the following firms for audits of resort taxes: (1) Urbach Kahn & Werlin; (2) Beverly Young; (3) Rodriquez Trueba & Company; (4) The Bookkeepers; and (5) Sanson Kline Jacomine and Company; and

**WHEREAS**, the evaluation committee ranked the following firms for audits of non-profit organizations: (1) Sanson Kline Jacomine and Company; (2) Urbach Kahn & Werlin; (3) Rodriquez Trueba & Company; and (4) Forshee & Lockwood.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the Mayor and City Commission hereby accept the City Manager's recommendation pertaining to the ranking of proposals received pursuant to RFP No. 58-02/03, and authorize the Administration to enter into negotiations and contracts for a one-year period, with two one-year options to renew, with the top ranked three firms (Urbach Kahn & Werlin; Beverly Young; and Rodriquez Trueba & Company) for audits of resort taxes; and the top ranked two firms (Sanson, Kline, Jacomino & Company and Urbach Kahn & Werlin) for audits of non-profit organizations; in both cases, if one firm cannot come to an agreement, then the other firm or firms, in order of ranking, may be approached for negotiation and contract.

**PASSED and ADOPTED this \_\_\_\_\_ day of November, 2003.**

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

JJS\

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**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

M. M. Daulton 11-17-01  
City Attorney Date

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**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**



**Condensed Title:**

A Resolution authorizing the execution of a Community Development Block Grant (CDBG) agreement with the Miami Beach Community Development Corporation (MBCDC), providing CDBG funds in the amount of \$300,000 from fiscal years 2001/02, and 2002/03, to continue funding an Owner Occupied Housing Rehabilitation Program to assist a minimum of 17 income-eligible homeowners to rehabilitate their homes.

**Issue:**

Shall the City provide to MBCDC \$300,000, to continue funding an Owner Occupied Housing Rehabilitation Program.

**Item Summary/Recommendation:**

The City's adopted One-Year Action Plan for Federal Funds for Fiscal Years 2001/02 and 2002/03 allocated CDBG Program funds to rehabilitate owner occupied housing of income-eligible homeowners. On March 10, 2003, the City issued a Notice of Funding Availability (NOFA) in the amount of \$300,000 of CDBG funds from fiscal years 2001/02 and 2002/03 seeking qualified entities to operate a scattered-site Owner Occupied Housing Rehabilitation Program.

The City received one proposal from the Miami Beach Community Development Corporation (MBCDC) for \$300,000 of CDBG funds to continue the operation of an Owner Occupied Housing Rehabilitation Program.

The MBCDC Owner Occupied Housing Rehabilitation Program assists homeowners with a gross income of up to 80 percent of area median income (currently \$27,000 for a family of one) to bring their property up to decent, safe and sanitary housing standards, and correct all existing code violations. The maximum financial assistance may not exceed \$15,000 per home.

**Advisory Board Recommendation:**

On May 16, 2003, the LRC reviewed the proposal and recommended to the Mayor and City Commission that the MBCDC be funded in the amount of \$300,000 in CDBG funds from fiscal years 2001/02 and 2002/03 to continue operating a successful Owner Occupied Housing Rehabilitation Program and to assist a minimum of 17 income-eligible homeowners.

**Financial Information:**

Source of Funds:	Amount		Account	Approved
	1	\$240,000	132.5110	
	2	60,000	133.5110	
	3			
	4			
	Total			

CDBG  
Finance Dept.

**City Clerk's Office Legislative Tracking:**

Vivian P. Guzman

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager

AGENDA ITEM C7F  
DATE 11-25-03

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** November 25, 2003

**From:** Jorge M. Gonzalez  
City Manager

**Subject:** **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE ATTACHED COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AGREEMENT WITH THE MIAMI BEACH COMMUNITY DEVELOPMENT CORPORATION (MBCDC), PROVIDING CDBG FUNDS IN THE AMOUNT OF \$300,000 FROM FISCAL YEARS 2001/02, AND 2002/03, TO CONTINUE FUNDING AN OWNER OCCUPIED HOUSING REHABILITATION PROGRAM TO ASSIST A MINIMUM OF 17 INCOME-ELIGIBLE HOMEOWNERS TO REHABILITATE THEIR HOMES.**

### ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

### ANALYSIS

On February 21, 2001, the City of Miami Beach (City) adopted resolution 2001-24258, amending the One Year Action Plans for Fiscal Years 1997/98, 1998/99, and 2000/01, to reallocate \$300,000 of Community Development Block Grant (CDBG) funds to the Miami Beach Community Development Corporation (MBCDC) for an Owner Occupied Housing Rehabilitation Program. The MBCDC agreed to assist a minimum of 17 income-eligible homeowners to rehabilitate their homes. At present, MBCDC has successfully completed the rehabilitation of 19 homes and utilized the funding initially committed to the program. In addition, there are currently 25 applicants on a waiting list seeking assistance through this program.

The City's adopted One-Year Action Plan for Federal Funds for Fiscal Years 2001/02 and 2002/03 allocated CDBG Program funds to rehabilitate owner occupied housing of income-eligible homeowners. On March 10, 2003, the City issued a Notice of Funding Availability (NOFA) in the amount of \$300,000 of CDBG funds from fiscal years 2001/02 and 2002/03 seeking qualified entities to operate a scattered-site Owner Occupied Housing Rehabilitation Program.

The City requested applications from qualified not-for-profit or for-profit housing providers that have the required experience and organizational capability to coordinate a program to process eligible homeowners, evaluate the need for rehabilitation of participating owner occupied homes, and supervise the completion of such rehabilitation work.

The City received one proposal from the Miami Beach Community Development Corporation (MBCDC) for \$300,000 of CDBG funds to continue the operation of an Owner Occupied Housing Rehabilitation Program. The MBCDC Owner Occupied Housing Rehabilitation Program assists homeowners with a gross income of up to 80 percent of area median income (currently \$27,000 for a family of one) to bring their property up to decent, safe and sanitary housing standards, and correct all existing code violations. The maximum financial assistance may not exceed \$15,000 per home. Homes receiving financial assistance must be able to meet or exceed the decent, safe and sanitary housing standard after rehabilitation, in accordance with the South Florida Building Code, the Miami-Dade County Building code, and the Miami Beach Code.

A five (5) year lien is placed on the property to recapture funds provided by the City in the event of a default or sale. Every year on the anniversary of the completion of repairs, the amount of the lien is reduced twenty (20) percent. After five (5) years, if the property has been maintained in accordance with the Owner Occupied Housing Rehabilitation Program Guidelines, the full amount of the lien is released by the City.

Homeowners who participate in the Program are required to be the owner and occupant of their home. Participants are required to have resided at their property for 180 consecutive days prior to applying for said funds and shall not have received assistance for housing rehabilitation from the City during the previous five (5) years. The appraised value of the property may not exceed the maximum purchase price for a home as set forth by the U.S. Department of Housing and Urban Development (HUD) (currently \$188,860).

In accordance with the terms of the NOFA, the staff reviewed the proposal and submitted it to the Loan Review Committee (LRC). On May 16, 2003, the LRC reviewed the proposal and recommended to the Mayor and City Commission that the MBCDC be funded in the amount of \$300,000 in CDBG funds from fiscal years 2001/02 and 2002/03 to continue operating a successful Owner Occupied Housing Rehabilitation Program and to assist a minimum of 17 income-eligible homeowners. Consistent with the initial funding provided for this program, a developer fee of 12 percent of the \$15,000 rehabilitation cost allowed per home is included in the agreement.

The administration recommends that the Mayor and City Clerk execute the attached Community Development Block Grant (CDBG) Agreement with the Miami Beach Community Development Corporation (MBCDC), providing CDBG funds in the amount of \$300,000 from fiscal years 2001/02, and 2002/03, to continue funding an Owner Occupied Housing Rehabilitation Program to assist a minimum of 17 income-eligible homeowners to rehabilitate their homes.

 RSM/VPC/JR/MDC/SKC

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RESOLUTION NUMBER \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE ATTACHED COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AGREEMENT WITH THE MIAMI BEACH COMMUNITY DEVELOPMENT CORPORATION (MBCDC), PROVIDING CDBG FUNDS IN THE AMOUNT OF \$300,000 FROM FISCAL YEARS 2001/02, AND 2002/03, TO CONTINUE FUNDING AN OWNER OCCUPIED HOUSING REHABILITATION PROGRAM TO ASSIST A MINIMUM OF 17 INCOME-ELIGIBLE HOMEOWNERS TO REHABILITATE THEIR HOMES.**

**WHEREAS**, on February 21, 2001, the City of Miami Beach (City) adopted resolution 2001-24258, amending the One Year Action Plans for Fiscal Years 1997/98, 1998/99, and 2000/01, to reallocate \$300,000 of Community Development Block Grant (CDBG) funds to the Miami Beach Community Development Corporation (MBCDC) for an Owner Occupied Housing Rehabilitation Program; and

**WHEREAS**, the City's adopted One-Year Action Plan for Federal Funds for Fiscal Years 2001/02 and 2002/03 allocated CDBG Program funds to rehabilitate owner occupied housing of income-eligible homeowners; and

**WHEREAS**, on March 10, 2003, the City issued a Notice of Funding Availability (NOFA) in the amount of \$300,000 of CDBG funds from fiscal years 2001/02 and 2002/03 seeking qualified entities to operate a scattered-site Owner Occupied Housing Rehabilitation Program, and

**WHEREAS**, on May 16, 2003, the City's Loan Review Committee (LRC) reviewed the proposal from the Miami Beach Community Development Corporation (MBCDC) and recommended to the Mayor and City Commission that the MBCDC be funded in the amount of \$300,000 in CDBG funds from fiscal years 2001/02 and 2002/03 to continue operating a successful Owner Occupied Housing Rehabilitation Program and to assist a minimum of 17 income-eligible homeowners; and

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, authorizing the Mayor and City Clerk to execute the attached Community Development Block Grant (CDBG) Agreement with the Miami Beach Community Development Corporation (MBCDC), providing CDBG funds in the amount of \$300,000 from fiscal years 2001/02, and 2002/03,

to continue funding an Owner Occupied Housing Rehabilitation Program to assist a minimum of 17 income-eligible homeowners to rehabilitate their homes.

Passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

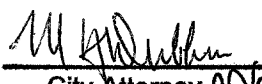

**ATTEST:**

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

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**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

 11-18-03  
City Attorney  Date

**COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT  
BETWEEN THE CITY OF MIAMI BEACH AND  
MIAMI BEACH COMMUNITY DEVELOPMENT CORPORATION**

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2003 by and between the **CITY OF MIAMI BEACH**, a municipal corporation, hereinafter referred to as "the City", and **MIAMI BEACH COMMUNITY DEVELOPMENT CORPORATION**, hereinafter referred to as "Provider";

**WHEREAS**, the City has received an entitlement grant from the U.S. Department of Housing and Urban Development as part of its Community Development Block Grant Program for the period November 25, 2003 to September 30, 2004 (hereinafter "the contract period"); and

**WHEREAS**, the primary objective of the Community Development Block Grant Program is the development of viable urban communities, including decent housing and a suitable living environment and expanding economic opportunities principally for persons of low and moderate income; and

**WHEREAS**, the City's adopted One-Year Action Plan for Federal Funds for Fiscal Years 2001/02 and 2002/03 allocated CDBG Program funds to rehabilitate owner occupied housing of income-eligible homeowners; and

**WHEREAS**, on March 10, 2003, the City issued a Notice of Funding Availability (NOFA) in the amount of \$300,000 of CDBG funds from fiscal years 2001/02 and 2002/03 seeking qualified entities to operate a scattered-site Owner Occupied Housing Rehabilitation Program, and

**WHEREAS**, on May 16, 2003, the City's Loan Review Committee (LRC) reviewed the proposal from the Miami Beach Community Development Corporation (MBCDC) and recommended to the Mayor and City Commission that the MBCDC be funded in the amount of \$300,000 in CDBG funds from fiscal years 2001/02 and 2002/03 to continue operating a successful Owner Occupied Housing Rehabilitation Program and to assist a minimum of 17 income-eligible homeowners; and

**NOW, THEREFORE**, in consideration of the mutual benefits contained herein, the City and Provider agree as follows:

**Section 1. Agreement Documents:** Agreement documents shall consist of this Agreement and four (4) attachments, all of which are incorporated by reference into this Agreement. Attachment I contains a description of the service and goals offered by the Provider. Attachment II is a line item budget. Attachment III outlines financial management procedures and reporting forms for use with Community Development Block Grant funds. Attachment IV contains applicable federal regulations.

**Section 2. Statement of Work:** The Provider agrees to implement the Activity in accordance with the Budget, as described in Attachment I and II.

**OWNER OCCUPIED HOUSING REHABILITATION PROGRAM**

(570.208(a)(3)/570.201(a))

To rehabilitate owner occupied housing of income-eligible homeowners. MBCDC will rehabilitate a minimum of 17 housing units owned by qualified income-eligible individuals or families.

- Section 3. Agreement Amount:** The City agrees to make available **Three -Hundred Thousand and 00/100 dollars (\$300,000)** for use by the Provider for the contract period. A maximum of 12 percent of this amount may be used as developer fee.
- Section 4. Alterations:** Any proposed alterations in the work program or the budget shall first be submitted to and approved in writing by the City, said approval at the City's sole discretion. In addition, it is understood and agreed by and between the parties that the Guidelines, as they may be amended from time to time, represent the scope of services and responsibilities of the parties under the Program and the parties agree to abide by and comply with their roles and responsibilities under the City of Miami Beach Owner Occupied Housing Rehabilitation Program Guidelines as set forth therein.
- Section 5. Method of Payment and Reporting Requirements:** The Provider agrees to submit monthly program progress reports on the 10<sup>th</sup> day of each month to the City during the contract period herein. The Provider also agrees to submit on September 30, 2004, a comprehensive final report covering the agreed-upon objectives, activities, and expenditures for the entire contract period. Such shall include performance data on client feedback, with respect to the goals and objectives outlined in Attachment I. Attachment III contains reporting forms to be used in fulfillment of this requirement. Other Reporting Requirements may be required by the City in the event of Program changes, the need for additional information or documentation arises, and/or legislative amendments are enacted. The Provider shall be informed, in writing, if any changes become necessary. Reports and/or requested documentation not received by the due date shall be considered delinquent and shall be considered by the City, at its sole discretion, as sufficient cause to suspend CDBG payments to the Provider.
- Section 6. Monitoring:** The City shall schedule no less than one (1) monitoring visit with the Provider to evaluate the progress and performance of the program and provide technical assistance.
- Section 7. Additional Conditions and Compensation -** It is expressly understood and agreed by the parties hereto that monies to be used for compensation, as contemplated by this Agreement, originate from grants of Community Development Block Grant funds from the U.S. Department of Housing and Urban Development (HUD) and must be implemented in full compliance with all of HUD's rules and regulations. It is expressly understood and agreed that in the event of curtailment or non-production of said federal grant funds, the financial sources necessary to continue to pay the Provider compensation will not be available and that this Agreement will thereby terminate effective as of the time that it is determined by the City, in its sole discretion and judgement, that said funds are no longer available. In the event of such determination, the Provider agrees that it will not look to, nor seek to hold liable, the City or any individual member of the City Commission thereof personally for the performance of this Agreement and all of the parties hereto shall be released from further liability each to the other under the terms of this Agreement.
- Section 8. Compliance with Local, State and Federal Regulations -** The Provider agrees to comply with all applicable federal regulations as they may apply to program administration and to carry out each activity in compliance with the laws and regulations as described in 24 CFR 570 Subpart K. Additionally, the Provider will comply with all state and local laws and ordinances hereto applicable.

- Section 9. Restrictions for Certain Resident Aliens** - Certain newly legalized aliens, as described in 24 CFR Part 49, are not eligible to apply for benefits under covered activities funded by the Community Development Block Grant Program. "Benefits" under this section means financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities made available under activities funded by the CDBG Program. "Benefits" do not include relocation services and payments to which displacees are entitled by law.
- Section 10. Subcontract:** No part of this Agreement may be assigned or subcontracted without the prior written consent of the City, such consent to be at the City's sole discretion.
- Section 11. Term:** This Agreement shall remain in effect through the contract period with the understanding that at the end of the fiscal year the City of Miami Beach City Commission has the authority to reappropriate any remaining funds.
- Section 12. Termination of Agreement:** The City and the Provider agree that this Agreement may be terminated in whole or in part for convenience and without cause, by either party hereto by written notice to the other party of such intent to terminate at least thirty (30) days prior to the effective date of such termination. However, if, in the case of a partial termination, the City, in its sole discretion, determines that the remaining portion of the Agreement will not accomplish the purposes of such Agreement, the City may terminate same in its entirety, in the manner provided in this section.

Notwithstanding the preceding paragraph, the City may also place the Provider in default of this Agreement, and may suspend or terminate this Agreement in whole, or in part, for cause. "Cause" shall include, but not be limited to, the following:

- a. Failure to comply and/or perform in a material way, as same shall be determined by the City in its sole discretion, in accordance with the terms of this Agreement, or any Federal, State, County or City of Miami Beach statute or regulation or the City of Miami Beach Owner Occupied Housing Rehabilitation Program Guidelines.
- b. Submitting reports to the City, which are late, incorrect or incomplete in any material respect.
- c. Implementation of this Agreement, for any reason, is rendered impossible or infeasible.
- d. Failure to respond in writing to any concerns raised by the City, including substantiating documents when required/requested by the City.
- e. Any evidence of fraud, mismanagement, and/or waste, as determined by the City's monitoring of the sub-recipient, and applicable HUD rules and regulations.

The City shall notify the Provider in writing when the Provider has been placed in default. Such notification shall include: (i) actions taken by or to be taken by the City, such as withholding of payments; (ii) actions to be taken by the Provider as a condition precedent to clearing the deficiency; and (iii) a reasonable date for compliance, which shall be no more than fifteen (15) days from notification date. In the event that Provider fails to correct such deficiency within the foretated period, and following such notice from the City, this Agreement shall be terminated by the City, without further notice to Provider.

In the event of curtailment of, or regulatory constraints placed on, the funds by HUD, this Agreement will terminate effective as of the time that it is determined such funds are no longer available. Costs of the Provider resulting from obligations incurred during a



suspension or after termination, are not allowable unless the City expressly authorizes them in the notice of suspension or termination, or subsequent thereto. Other costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if, in the sole discretion of the City:

- a. The costs resulting from obligations which were properly incurred before the effective date of suspension or termination, are not in anticipation of it, and, in the case of termination, are noncancelable; and
- b. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

In the event of termination of the Agreement, at its sole discretion, the City may require Provider to transfer any CDBG assets to the City pursuant to Section 14 herein.

**Section 13. Equal Employment Opportunities:** The Provider shall comply with equal employment opportunities as stated in Executive Order 11246, entitled "Equal Employment Opportunity" as amended Executive Order 11375, and as supplemented in Department of Labor regulations.

**Section 14. Program Income:** Any "Program Income" (as such term is defined under applicable federal regulations) gained from any activity of the Provider, funded by CDBG funds shall be reported to the City and utilized by the Provider in the operation of the CDBG-funded activity during the contract period.

**Section 15. Religious Organization or Owned Property:** CDBG funds may be used by religious organizations or on property owned by religious organizations only with prior written approval from the City and only in accordance with requirements set in 24 CFR §570.200(j). The Provider shall comply with First Amendment Church/State principles, as follows:

- a. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion.
- b. It will not discriminate against any person applying for public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion.
- c. It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services.
- d. The portion of a facility used to provide public services assisted in whole or in part under this Agreement shall contain no sectarian or religious symbols or decorations.
- e. The funds received under this Agreement shall not be used to construct, rehabilitate, or restore any facility which is owned by the Provider and in which the public services are to be provided. However, minor repairs may be made if such repairs are directly related to the public services; are located in a structure used exclusively for non-religious purposes; and constitute, in dollar terms, only a minor portion of the CDBG expenditure for the public services.

**Section 16. Reversion of Assets:** In the event of a termination of this Agreement pursuant to Section 12 herein, or upon expiration of the Agreement, the Provider shall transfer to the City any CDBG funds on hand at the time of termination or expiration and any account receivable attributable to the use of CDBG funds. Any real property under the Provider's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the Provider in the form of a loan) in excess of \$25,000 must either:

- a. Be used to meet one of the national objectives in 24 CFR 570.208 (formerly section 570.901) until five years after expiration of the Agreement, or for such longer period of time as determined to be appropriate by the City; or
- b. If not used in accordance with the above paragraph a, the Provider shall pay to the City an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. No payment is required after the period of time specified in this section.

**Section 17. Conformity to HUD regulations:** The Provider agrees to abide by guidelines set forth by the U.S. Department of Housing and Urban Development for the administration and implementation of the Community Development Block Grant Program, including applicable Uniform Administrative Requirements set forth in 24 CFR 570.502, and applicable federal laws and regulations in 24 CFR 570.600, *et seq.* In this regard, the Provider agrees that duly authorized representatives of the U.S. Department of Housing and Urban Development shall have access to any books, documents, papers and records of the Provider that are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions. The Provider shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-profit Organizations", or OMB Circular No. A-21, "Cost Principles for Educational Institutions" as applicable. The Provider shall comply with the following provisions of the Uniform Administrative requirements of OMB Circular A-110 (implemented at 24 CFR Part 84, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations") or the related CDBG provision, as specified in this paragraph:

- a Subpart A - "General";
- b Subpart B - "Pre-Award Requirements", except for §84.12, "Forms for Applying for Federal Assistance";
- c Subpart C - "Post-Award Requirements", except for:
  - (1) Section 84.22, "Payment Requirements" - Grantees shall follow the standards of §§ 85.20(b)(7) and 85.21 in making payments to sub-recipients;
  - (2) Section 84.23, "Cost Sharing and Matching";
  - (3) Section 84.24, "Program Income" - In lieu of § 84.24, CDBG sub-recipients shall follow § 570.504;
  - (4) Section 84.25, "Revision of Budget and Program Plans";

- (5) Section 84.32, "Real Property" - In lieu of §84.32, CDBG sub-recipients shall follow § 570.505;
- (6) Section 84.34(g), "Equipment" - In lieu of the disposition provisions of § 84.34(g), the following applies:
  - a. In all cases in which equipment is sold, the proceeds shall be program income (pro-rated to reflect the extent to which CDBG funds were used to acquire the equipment); and
  - b. Equipment not needed by the sub-recipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient;
- (7) Section 84.51(b), (c), (d), (e), (f), (g), and (h), "Monitoring and Reporting Program Performance";
- (8) Section 84.52, "Financial Reporting";
- (9) Section 84.53(b), "Retention and access requirements for records". Section 84.53(b) applies with the following exceptions:
  - a. The retention period referenced in § 84.53(b) pertaining to individual CDBG activities shall be four years; and
  - b. The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;
- (10) Section 84.61, "Termination" - In lieu of the provisions of § 84.61, CDBG subrecipients shall comply with § 570.503(b)(7); and
- d Subpart D - "After-the-Award Requirements" - except for § 84.71, "Closeout Procedures".

**Section 18. Sponsorships:** The Provider agrees that when sponsoring a Program financed in whole or in part under this Agreement, all notices, informational pamphlets, press releases, advertisements, descriptions of the sponsorship of the Program, research reports, and similar public notices prepared and released by the Provider shall include the statement:

**"FUNDED BY THE CITY OF MIAMI BEACH COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM"**

In written materials, the words

**"CITY OF MIAMI BEACH COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS ADMINISTERED BY THE NEIGHBORHOOD SERVICES DEPARTMENT"**

shall appear in the same size letters or type as the name of the Provider.

**Section 19. Examination of Records:** The Provider shall maintain sufficient records in accordance with 24 CFR 570.502 and 570.506 to determine compliance with the requirements of this Agreement, the Community Development Block Grant Program, and all applicable laws and regulations. This documentation shall include, but not be limited to, the following:

- a. Books, records and documents in accordance with generally accepted accounting principles, procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided directly or indirectly by this Agreement, including matching funds and program income. These records shall be maintained to the extent of such detail as will properly reflect all net costs, direct and indirect labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement.
- b. Time sheets for split-funded employees, which work on more than one activity, in order to record the CDBG activity delivery cost by Program and the non-CDBG related charges.
- c. How the Statutory National Objective(s) as defined in 24 CFR 570.208 and the eligibility requirement(s) under which funding has been received, have been met. These also include special requirements such as necessary and appropriate determinations as defined in 24 CFR 570.209, income certifications, and written Agreements with beneficiaries, where applicable.

The Provider is responsible for maintaining and storing all records pertinent to this Agreement in an orderly fashion in a readily accessible, permanent and secured location for a period of four (4) years after expiration of this Agreement, with the following exception: if any litigation, claim or audit is started before the expiration date of the four year period, the records will be maintained until all litigation, claims or audit findings involving these records are resolved. The City shall be informed in writing after closeout of this Agreement, of the address where the records are to be kept.

**Section 20. Audits and Inspections:** At any time during normal business hours, and as often as City and/or Federal Government representatives may deem necessary, the Provider shall make available all records, documentation, and any other data relating to all matters covered by the Agreement for review, inspection or audit.

Audits shall be conducted annually and shall be submitted to the City 180 days after the end of the Provider's fiscal year. The Provider shall comply with the requirements and standards of OMB A-133, "Audits of Institutions of High Education and Other Non-Profit Institutions" (as set forth in 24 CFR Part 45), or OMB Circular A-128, "Audits of State and Local Governments" (as set forth in 24 CFR Part 44), as applicable. If this Agreement is closed-out prior to the receipt of an audit report, the City reserves the right to recover any disallowed costs identified in an audit after such closeout.

**Section 21. Indemnification/Insurance Requirements:** The Provider shall indemnify and hold harmless the City from any and all claims, liability, losses and causes of action which may arise out of an act, omission, negligence or misconduct on the part of the Provider or any of its agents, servants, employees, contractors, patrons, guests, clients, licensees or invitees. The Provider shall pay all claims and losses of any nature whatsoever in

connection therewith and shall defend all suits in the name of the City, when applicable, and shall pay all costs and judgements which may issue thereon.

The Provider shall not commence any work pursuant to this Agreement until all insurance required under this Section has been obtained and the City's Risk Manager has approved such insurance. In the event evidence of such insurance is not forwarded to the City's Risk Manager within thirty (30) days after the execution of this Agreement, this Agreement shall become null and void and the City shall have no obligation under the terms thereof unless a written extension of this thirty (30) day requirement is secured from the City Administration.

The Provider shall maintain and carry in full force during the term of this Agreement and throughout the duration of this project the following insurance:

- a. Provider General Liability Policy with coverage for Bodily Injury and Property Damage, in the amount of \$1,000,000 single limit. The policy must include coverage for contractual liability to cover the above indemnification.
- b. The City of Miami Beach shall be named as an additional insured under all such insurance contracts and City of Miami Beach Resolution No. 2000-23997 shall be referenced in the certificate.
- c. Worker's Compensation and Employers Liability, as required pursuant to Florida Statute.
- d. Automobile and vehicle coverage shall be required when the use of automobiles and other vehicles are involved in any way in the performance of the Agreement. Limits for such coverage shall be in the amount of \$500,000.
- e. Thirty- (30) day written notice of cancellation or substantial modification of the insurance coverage must be given to the City's Risk Manager by the Provider and his/her insurance company.
- f. The insurance must be furnished by insurance companies authorized to do business in the State of Florida, and approved by the City's Risk Manager. The companies must be rated no less than "B+" as to management, and not less than "Class VI" as to strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the City's Risk Manager.
- g. Original Certificates of Insurance for the above coverage must be submitted to the City's Risk Manager for approval prior to any work commencing. These certificates will be kept on file in the Office of the Risk Manager, Third Floor City Hall.

All insurance required by this section of the Agreement shall be and remain in full force and effect for the entire contract period and each certificate or policy shall carry the provision that the insurance shall not terminate, lapse or otherwise expire, prior to thirty (30) days written notice to that effect, given by the insurance carrier to the City, and that the insurance carrier will not invoke the defense of performance of a governmental function by the Provider in performing this contract.

Compliance with the foregoing requirements shall not relieve the Provider of the liabilities and obligations under this Section or under any other portion of this Agreement. The City shall have the right to obtain from the Provider specimen copies of the insurance policies, in the event that submitted Certificates of Insurance are inadequate to ascertain compliance with required coverage. All of Provider's certificates, above, shall contain endorsements providing that written notice shall be given to the City at least thirty (30) days prior to termination, cancellation or reduction in coverage of the policy.

**Section 22. Conflict of Interest:** The Provider covenants that no person under its employ who presently exercises any functions or responsibilities in connection with Community Development funded activities has any personal financial interests, direct or indirect, in this Agreement. The Provider covenants that in the performance of this Agreement, no person having such conflicting interest shall be employed. The Provider covenants that it will comply with all provisions of 24 CFR 570.611 "Conflict of Interest", and the Federal, State, County and City of Miami Beach statutes, regulations, ordinances or resolutions governing conflicts of interest. The Provider shall disclose, in writing, to the City any possible conflicting interest or apparent impropriety that is covered by the above provisions. This disclosure shall occur immediately upon knowledge of such possible conflict. The City will then render an opinion, which shall be binding on both parties.

**Section 23. Venue:** This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of the same shall lie in Miami-Dade County, Florida.

**Section 24. Notices:** All notices required under this Agreement shall be sent to the parties at the following address, with copies to the Office of the City Attorney:

City: Joanna Revelo, Director, Housing and Community Development  
Neighborhood Services Department  
City of Miami Beach  
1700 Convention Center Drive  
Miami Beach, Florida 33139

Provider: Roberto Datorre, President  
Miami Beach Community Development Corporation  
1205 Drexel Avenue  
Miami Beach, FL 33139

**Section 25. Limitation of Liability:** The City desires to enter into this Agreement only if in so doing the City can place a limit on City's liability for any cause of action for money damages due to an alleged breach by the City of this agreement, so that its liability for any such breach never exceeds the sum of \$10,000. Provider hereby expresses its willingness to enter into this Agreement with Provider's recovery from the City for any damage action for breach of contract to be limited to a maximum amount of \$10,000, less the amount of all funds actually paid by the City to Provider pursuant to this Agreement.

Accordingly, Provider hereby agrees that the City shall not be liable to Provider for damages in an amount in excess of \$10,000, which amount shall be reduced by the amount of the funding actually paid by the City to Provider pursuant to this Agreement,

for any action or claim for breach of contract arising out of the performance or nonperformance of any obligations imposed upon the City by this Agreement. Nothing contained in this subparagraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Florida Statutes, Section 768.28.

This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

In witness thereof, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in three (3) copies, each of which shall be deemed an original on the date first above written.

**CITY OF MIAMI BEACH**

**MIAMI BEACH COMMUNITY DEVELOPMENT CORPORATION**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
President

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Secretary

**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

  
\_\_\_\_\_  
City Attorney

11-19-03  
Date

**CDBG AGREEMENT**  
**October 1, 2003 to September 30, 2004**

**ATTACHMENT I**  
**STATEMENT OF WORK AND GOALS**

**DESCRIPTION OF PROGRAM**

The Miami Beach Community Development Corporation (MBCDC) will assist a minimum of 17 income-eligible homeowners to rehabilitate their homes.

The MBCDC Owner Occupied Housing Rehabilitation Program will assist homeowners with a gross income up to 80 percent of area median income (currently \$27,000 for a family of one) to bring their property up to decent, safe and sanitary housing standards, and correct all existing code violations. The maximum financial assistance may not exceed \$15,000 per home. Homes receiving financial assistance must be able to meet or exceed the decent, safe and sanitary housing standard after rehabilitation, in accordance with the South Florida Building Code, the Miami-Dade County Building code, and the City.

Homeowners who take part in the Program will be required to be the owner and occupant of their home. Participants will need to have resided on their property for 180 consecutive days and have not received assistance for housing rehabilitation from the City during the previous five (5) years. The appraised value of the property may not exceed the maximum purchase price for a unit as set by the U.S. Department of Housing and Urban Development (HUD) (currently \$188,860).

**PROGRAM GOALS AND MEASURABLE OUTCOMES**

1. To rehabilitate the residence of a minimum of 17 income-eligible homeowners.

**SCHEDULE FOR IMPLEMENTATION**

Goal	10/2003	11/2003	12/2003	1/2004	2/2004	3/2004	4/2004	5/2004	6/2004	7/2004	8/2004	9/2004
1												
2												
3												
4												
5												
6												



**CDBG AGREEMENT**  
**October 1, 2003 to September 30, 2004**

**ATTACHMENT II**  
**BUDGET SUMMARY SHEET**

**Project Name:** Owner Occupied Housing Rehabilitation Program

**Funding Year:** 2003/04

**Provider Name:** Miami Beach Community Development Corporation

**Date Submitted:** \_\_\_\_\_

Category Number	Category Breakdown	CDBG/ESG Funds	Other Funds	Other Funding Sources	Total Funds
1	Salaries				
2	Fringe Benefits				
3	Contract Costs				
4	Space Rental				
5	Occupancy Costs				
6	Office Expense				
7	Other Costs				
8					
9					
10					
11					
	<b>Total CDBG/ESG Funds</b>	\$300,000			
	<b>Total Other Funds</b>		\$0		
	<b>Grand Total</b>				\$300,000

**Project Name:** Owner Occupied Housing Rehabilitation Program  
**Provider Name:** Miami Beach Community Development Corporation

**Date Submitted:** \_\_\_\_\_

118

**Date Submitted:** \_\_\_\_\_

**Date Submitted:** \_\_\_\_\_

**Date Submitted:** \_\_\_\_\_

## Date Submitted: \_\_\_\_\_

**Date Submitted:** \_\_\_\_\_

**Date Submitted:** \_\_\_\_\_



**CDBG AGREEMENT**  
**October 1, 2003 to September 30, 2004**

**ATTACHMENT III**

**GUIDELINES FOR FINANCIAL MANAGEMENT OF CDBG-FUNDED ACTIVITIES**

To comply with federal regulations, each program must have a financial management system that provides accurate, current and complete disclosure of the financial status of the activity. This means the financial system must be capable of generating regular financial status reports which indicate the dollar amount allocated for each activity (including any budget revisions), amount obligated (i.e., for which contract exists), and the amount expended for each activity. The system must permit the comparison of actual expenditures and revenues against budgeted amounts. The City must be able to isolate and to trace every CDBG dollar received and prove where it went and for what it was used.

Accounting records must be supported by source documentation. Invoices, bills of lading, purchase vouchers, payrolls and the like must be secured and retained for four years in order to show for what purpose funds were spent. Payments should not be made without invoices and vouchers physically in hand. All vouchers/invoices should be on vendor's letterhead.

All employees paid in whole or in part from CDBG funds should prepare a time sheet indicating the hours worked on CDBG projects for each pay period. Based on these time sheets and the hourly payroll costs for each employee, a voucher statement indicating the distribution of payroll charges should be prepared and placed in the appropriate files.

The City is responsible for reviewing and certifying the financial management of any operating agency, which is not a City department or bureau, in order to determine whether or not it meets all of the above requirements. If the agency's system does not meet these requirements and modifications are not possible, the City must administer the CDBG funds for the operating agency.

Financial records are to be retained for a period of four years, with access guaranteed to the City, to HUD or Treasury officials or their representative.

One copy of the vendors' audited financial statement shall be submitted to the City immediately following the end of the vendors' fiscal year(s) during which CDBG funds are received.

Payments to sub-recipients will be on a reimbursement basis to be submitted to:

Joanna Revelo, Director, Housing and Community Development  
Neighborhood Services Department  
City of Miami Beach  
1700 Convention Center Drive  
Miami Beach, Florida 33139

Requests are to be submitted utilizing the enclosed financial status, client profile, and narrative report forms, in a format consistent with the approved budget as shown in Attachment II, including an analysis of expenses to budget. A cash advance may be available upon special request.



CITY OF MIAMI BEACH

CMB Budget Account 132.5110/133.5110

Month/Year

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
FINANCIAL STATUS REPORT

Provider: Miami Beach Community Development Corp. Project Name: Owner Occupied Housing Rehab. Program

Reporting Period: \_\_\_\_\_ Date Submitted: \_\_\_\_\_

Person Submitting Report: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_

	CDBG Year 29 FY 2003/04 Budget Amount	\$ 300,000	
Month	Monthly Expenses	Year to Date Expenses	Balance
October 2003			
November 2003			
December 2003			
January 2004			
February 2004			
March 2004			
April 2004			
May 2004			
June 2004			
July 2004			
August 2004			
September 2004			

Reimbursement

Approved By

**CITY OF MIAMI BEACH COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
MONTHLY NARRATIVE AND PROJECT ACCOMPLISHMENTS REPORT**

**Provider:** Miami Beach Comm. Development Corp. **Project Name:** Owner Occupied Housing Rehab. Prog.

**Reporting Period:** \_\_\_\_\_

**Date Submitted:** \_\_\_\_\_

**Person Submitting Report:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

Please complete the following reports for activities undertaken during this month's reporting period. If reporting for more than one activity, provide a separate progress and client profile report for each distinct activity.

- I. Monthly Progress Report** - Please document the progress achieved during this month towards the project goals and measurable outcomes that were outlined in the Schedule for Implementation of the Statement of Work and Goals (Attachment I of the Agreement.)

Month	Goal	
	Met	Not Met
October		
November		
December		
January		
February		
March		

Month	Goal	
	Met	Not Met
April		
May		
June		
July		
August		
September		

In the space below, explain any problems, which may have affected your performance during the reporting period. Attach additional pages, if necessary, to describe any special recognition, awards and circumstances encountered during the reporting period.

- II. Project Accomplishments to Date** - Fill in amounts as appropriate.

Month	Percentage (%) of Completion		Number of		
	Feet of Public Utilities	Public Facilities	Businesses/ Organizations Assisted	Housing Units Completed	LMI Jobs Created and/or Retained
October					
November					
December					
January					
February					
March					
April					
May					
June					
July					
August					
September					

**CDBG AGREEMENT**  
**October 1, 2003 to September 30, 2004**

**ATTACHMENT IV**  
**APPLICABLE FEDERAL REGULATIONS**

**1. NON-DISCRIMINATION AND EQUAL ACCESS**

No person in the United States shall on the grounds of race, color, national origin, religion or sex be excluded, denied benefits or subjected to discrimination under any program funded in whole or in part by CDBG funds. The Provider must take measures to ensure non-discriminatory treatment, outreach and access to program resources. This applies to employment and contracting, as well as to marketing and selection of program participants.

**Fair Housing and Equal Opportunity**

The Provider must comply with all the following Federal laws, executive orders and regulations pertaining to fair housing and equal opportunity. They are summarized below:

- Title VI of the Civil Rights Act of 1964, As Amended (42 USC 2000d et seq.): States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color or national origin. The regulations implementing the Title VI Civil Rights Act provisions for HUD programs may be found in 24 CFR Part 1.
- The Fair Housing Act (42 USC 3601-3620): Prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status. Fair Housing Act implementing regulations may be found in 24 CFR Part 100-115.
- Equal Opportunity in Housing (Executive Order 11063, as amended by Executive Order 12259): Prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds. Equal Opportunity in Housing regulations may be found in 24 CFR Part 107.
- Age Discrimination Act of 1975, As Amended (42 USC 6101): Prohibits age discrimination in programs receiving Federal financial assistance. Age Discrimination Act regulations may be found in 24 CFR Part 146.
- Section 109 of Title I of the Housing and Community Development Act of 1974: Requires that no person shall be excluded from participation in, denied the benefits of, or be subjected to discrimination under any program or activity funded with CDBG funds on the basis of race, color, religion, national origin or sex.

**Affirmative Marketing**

The Provider must adopt affirmative marketing procedures and requirements for all CDBG-assisted housing with five or more units. Requirements and procedures must include:

- Methods for informing the public, owners and potential tenants about fair housing laws and the Provider's policies (for example: use of the Fair Housing logo or equal opportunity language);
- A description of what owners and/or the Provider will do to affirmatively market housing assisted with CDBG funds;
- A description of what owners and/or the Provider will do to inform persons not likely to apply for housing without special outreach;
- Maintenance of records to document actions taken to affirmatively market CDBG-assisted units and to assess marketing effectiveness; and
- Description of how efforts will be assessed and what corrective actions will be taken where requirements are not met.

### **Handicapped Accessibility**

The CDBG regulations also require adherence to the three following regulations governing the accessibility of Federally assisted buildings, facilities and programs.

- Americans with Disabilities Act (42 USC 12131; 47 USC 155, 201, 218 and 225): Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services and telecommunications. The Act, also referred to as the ADA, also states that discrimination includes the failure to design and construct facilities (built for first occupancy after January 26, 1993) that are accessible to and usable by persons with disabilities. The ADA also requires the removal of architectural and communication barriers that are structural in nature in existing facilities. Removal must be readily achievable, easily accomplishable and able to be carried out without much difficulty or expense.
- Fair Housing Act: Multi-family dwellings must also meet the design and construction requirements at 24 CFR 100.205, which implement the Fair Housing Act (42 USC 3601-19)
- Section 504: Section 504 of the Rehabilitation Act of 1973 prohibits discrimination in federally assisted programs on the basis of handicap. Section 504 imposes requirements to ensure that "qualified individuals with handicaps" have access to programs and activities that receive Federal funds. Under Section 504, recipients and subrecipients are not required to take actions that create unique financial and administrative burdens or after the fundamental nature of the program.
  - For any Provider principally involved in housing or social services, all of the activities of the agency -- not only those directly receiving Federal assistance -- are covered under Section 504.
  - Contractors or vendors are subject to Section 504 requirements only in the work they do on behalf of the Provider or the City.
  - The ultimate beneficiary of the Federal assistance is not subject to Section 504 requirements.
- The Architectural Barriers Act of 1968 (42 USC 4151-4157): Requires certain Federal and Federally-funded buildings and other facilities to be designed, constructed or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people.

## II. EMPLOYMENT AND CONTRACTING

The Provider must comply with the regulations below governing employment and contracting opportunities. These concern equal opportunity, labor requirements and contracting/procurement procedures.

### **Equal Opportunity**

The Provider must comply with the following regulations that ensure equal opportunity for employment and contracting.

- Equal Employment Opportunity, Executive Order 11246, as amended: Prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex or national origin. Provisions to effectuate this prohibition must be included in all construction contracts exceeding \$10,000. Implementing regulations may be found at 41 CFR Part 60.
- Section 3 of the Housing and Urban Development Act of 1968: Requires that, to the greatest extent feasible, opportunities for training and employment arising from CDBG funds will be provided to low-income persons residing in the program service area. Also, to the greatest extent feasible, contracts for work (all types) to be performed in connection with CDBG will be awarded to business concerns that are located in or owned by persons residing in the program service area.
- Minority/Women's Business Enterprise: Under Executive Orders 11625, 12432 and 12138, the City and the Provider must prescribe procedures acceptable to HUD for a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, in all contracts (see 24 CFR 85.36(e)).

### **Labor Requirements**

The Provider must comply with certain regulations on wage and labor standards. In the case of Davis-Bacon and the Contract Work Hours and Safety Standards Acts, every contract for construction (in the case of residential construction, projects with eight or more units) triggers the requirements.

- Davis-Bacon and Related Acts (40 USC 276(A)-7): Ensures that mechanics and laborers employed in construction work under Federally-assisted contracts are paid wages and fringe benefits equal to those that prevail in the locality where the work is performed. This act also provides for the withholding of funds to ensure compliance, and excludes from the wage requirements apprentices enrolled in bona fide apprenticeship programs.
- Contract Work Hours and Safety Standards Act, as amended (40 USC 327-333): Provides that mechanics and laborers employed on Federally-assisted construction jobs are paid time and one-half for work in excess of 40 hours per week, and provides for the payment of liquidated damages where violations occur. This act also addresses safe and healthy working conditions.
- Copeland (Anti-Kickback) Act (40 USC 276c): Governs the deductions from paychecks that are allowable. Makes it a criminal offense to induce anyone employed on a Federally assisted project to relinquish any compensation to which he/she is entitled, and requires all contractors to submit weekly payrolls and statements of compliance.

- Fair Labor Standards Act of 1938, As Amended (29 USC 201, et. seq.): Establishes the basic minimum wage for all work and requires the payment of overtime at the rate of at least time and one-half. It also requires the payment of wages for the entire time that an employee is required or permitted to work, and establishes child labor standards.

### **Contracting and Procurement Practices**

The CDBG program is subject to certain Federal procurement rules. In addition, the City and the Provider must take measures to avoid hiring debarred or suspended contractors or subrecipients and conflict-of-interest situations. Each is briefly discussed below.

- Procurement: For the City, the procurement standards of 24 CFR 85.36 apply. For non-profit organizations receiving CDBG funds, the procurement requirements at 24 CFR Part 84 apply.
- Conflict of Interest: The CDBG regulations require grantees (the City), state recipients and subrecipients (the Provider) to comply with two different sets of conflict-of-interest provisions. The first set of provisions comes from 24 CFR Parts 84 and 85. The second, which applies only in cases not covered by 24 CFR Parts 84 and 85, is set forth in the CDBG regulations. Both sets of requirements are discussed below.
  - The provisions at 24 CFR 85.36 and 24 CFR 84.42 apply in the procurement of property and services by grantees (the City), state recipients, and subrecipients (the Provider). These regulations require the City and the Provider to maintain written standards governing the performance of their employees engaged in awarding and administering contracts. At a minimum, these standards must:
    - Require that no employee, officer, agent of the City or the Provider shall participate in the selection, award or administration of a contract supported by CDBG if a conflict-of-interest, either real or apparent, would be involved;
    - Require that employees, officers and agents of the City or the Provider not accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to subagreements; and
    - Stipulate provisions for penalties, sanctions or other disciplinary actions for violations of standards.

A conflict would arise when any of the following has a financial or other interest in a firm selected for an award:

- An employee, agent or officer of the City or the Provider;
  - Any member of an employee's, agent's or officer's immediate family;
  - An employee's, agent's or officer's partner; or
  - An organization that employs or is about to employ an employee, agent or officer of the City or the Provider.
- The CDBG regulations at 24 CFR 570.611 governing conflict-of-interest apply in cases not covered by 24 CFR 85.36 and 24 CFR 84.42. These provisions cover employees, agents, consultants, officers and elected or appointed officials of the grantee (the City), state recipient or subrecipient (the Provider). The regulations state that no person covered who exercises or has exercised any functions or responsibilities with respect to CDBG activities or who is in a position to participate in decisions or gain inside information:
    - May obtain a financial interest or benefit from a CDBG activity; or

- Have an interest in any contract, subcontract or agreement for themselves or for persons with business or family ties.

This requirement applies to covered persons during their tenure and for one year after leaving the grantee (the City), the state recipient or subrecipient (the Provider) entity.

Upon written request, exceptions to both sets of provisions may be granted by HUD on a case-by-case only after the City has:

- Disclosed the full nature of the conflict and submitted proof that the disclosure has been made public; and
  - Provided a legal opinion from the City stating that there would be no violation of state or local law if the exception were granted.
- **Debarred contractors:** In accordance with 24 CFR Part 5, CDBG funds may not be used to directly or indirectly employ, award contracts to or otherwise engage the services of any contractor or subrecipient during any period of debarment, suspension or placement of ineligibility status. The City should check all contractors, subcontractors, lower-tier contractors or subrecipients against the Federal publication that lists debarred, suspended and ineligible contractors.

### **III. ENVIRONMENTAL REQUIREMENTS**

The City is responsible for meeting a number of environmental requirements, including environmental reviews, flood insurance, and site and neighborhood standards.

#### **Environmental Review**

The City is responsible for undertaking environmental reviews in accordance with the requirements imposed on "recipients" in 24 CFR 58. Reviews must be completed, and Requests for Release of Funds (RROF) submitted to HUD before CDBG funds are committed for non-exempt activities. Private citizens and organizations may object to the release of funds for CDBG projects on certain procedural grounds relating to environmental review (see 24 CFR 58.70 - 58.77). To avoid challenges, grantees (the City) and subrecipients (the Provider) should be diligent about meeting procedural requirements.

#### **Flood Insurance**

Section 202 of the Flood Disaster Protection Act of 1973 (42 USC 4106): Requires that CDBG funds shall not be provided to an area that has been identified by the Federal Emergency Management Agency (FEMA) as having special flood hazard, unless: The community is participating in the National Flood Insurance Program, or it has been less than a year since the community was designated as having special flood hazards; and Flood insurance is obtained.

### **IV. LEAD-BASED PAINT**

On September 15, 1999, the "Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance; Final Rule" was published within title 24 of the Code of Federal Regulations as part 35 (24 CFR 35). The regulation was issued under sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, which is Title X (ten) of the Housing and Community Development Act of 1992. Sections 1012 and 1013 of Title X amended the Lead-Based Paint Poisoning Prevention Act of 1971, which is the basic law covering lead-based paint in federally associated housing.

The regulation sets hazard reduction requirements that give much greater emphasis to reducing lead in house dust. Scientific research has found that exposure to lead in dust is the most



common way young children become lead poisoned. Therefore, the new regulation requires dust testing after paint is disturbed to make sure the home is lead-safe. Specific requirements depend on whether the housing is being disposed of or assisted by the federal government, and also on the type and amount of financial assistance, the age of the structure, and whether the dwelling is rental or owner occupied.

#### PROPERTY EXEMPT FROM LEAD-BASED PAINT REGULATION.

- Housing built since January 1, 1978, when lead paint was banned for residential use
- Housing exclusively for the elderly or people with disabilities, unless a child under age 6 is expected to reside there
- Zero-bedroom dwellings, including efficiency apartments, single-room occupancy housing, dormitories or military barracks
- Property that has been found to be free of lead-based paint by a certified lead-based paint inspector
- Property where all lead-based paint has been removed
- Unoccupied housing that will remain vacant until demolished
- Non-Residential property
- Any rehabilitation or housing improvement that does not disturb a painted surface

#### TYPES OF HOUSING SUBJECT TO 24 CFR 35

- Federally-Owned housing being sold
- Housing receiving a federal subsidy that is associated with the property, rather than with the occupants (project-based assistance)
- Public housing
- Housing occupied by a family (with a child) receiving tenant-based subsidy (such as a voucher or certificate)
- Multifamily housing for which mortgage insurance is being sought
- Housing receiving federal assistance for rehabilitation, reducing homelessness, and other special needs

If you want copies of the regulation or have general questions, you can call the National Lead Information Center at (800)424-LEAD, or TDD (800)526-5456 for the hearing impaired. You can also download the regulation and other educational materials at [www.hud.gov/lea](http://www.hud.gov/lea). For further information, you may call HUD at (202) 755-1785, ext. 104, or e-mail HUD at [lead\\_regulations@hud.gov](mailto:lead_regulations@hud.gov).

#### **V. DISPLACEMENT, RELOCATION, ACQUISITION AND REPLACEMENT OF HOUSING**

CDBG projects involving acquisition, rehabilitation or demolition may be subject to the provisions of the Uniform Relocation Act (URA). Demolition or conversion of units with CDBG funds may trigger section 104 (d) (also known as the "Barney Frank Amendments" requirements.)

## VI. COMPLIANCE WITH NATIONAL OBJECTIVE

The Provider will ensure and maintain evidence that activities assisted with CDBG funds from the City of Miami Beach comply with the primary National Objective, "Benefit to Low and Moderate Income Persons" and will provide services or activities that benefit at least 51% low and moderate income persons. A low or moderate-income household is defined as: a household having an income equal to, or less than, the limits cited below. Individuals who are unrelated but are sharing the same household shall each be considered as one-person households.

**Low and Moderate Household Income Limits (7/1/2003)** (Source: U.S. Department of Housing & Urban Development) (Note: \* 80% of Median Income, \*\* 50 % of Median Income)

<u>Household Size</u>	<u>Moderate Income*</u>	<u>Low Income**</u>
1 Person	\$27,000	\$16,850
2 Persons	\$30,850	\$19,300
3 Persons	\$34,700	\$21,700
4 Persons	\$38,550	\$24,100
5 Persons	\$41,650	\$26,050
6 Persons	\$44,750	\$27,950
7 Persons	\$47,800	\$29,900
8 Persons	\$50,900	\$31,800

### LOW/MODERATE INCOME DATA

#### SOUTHERN TARGET AREA

Census Tract	Total L/M Persons	Total Persons	% Low/Mod
40.00-5	310	448	69.20
41.01-1	614	757	81.11
41.01-2	2,137	4,002	53.40
41.01-3	810	1,511	53.61
42	10,042	13,736	73.11
43	6,728	9,582	70.21
44	10,774	13,244	81.35
45	1,768	2,307	76.64
<b>TOTAL</b>	<b>33,183</b>	<b>45,587</b>	<b>73% L/M</b>

#### NORTHERN TARGET AREA

Census Tract	Total L/M Persons	Total Persons	% Low/Mod
39.01-1	603	1,036	58.20
39.01-2	620	836	74.16
39.01-3	407	468	86.97
39.01-4	518	772	67.10
39.01-5	1,593	2,256	70.61
39.01-6	1,581	2,240	70.58
39.02-1	704	897	78.48
39.02-2	876	1,187	73.80
39.02-3	211	211	100.00
39.02-4	1,564	2,097	74.58
39.05-2	2,408	3,346	71.97
39.05-4	2,401	3,071	78.18
<b>TOTAL</b>	<b>8,677</b>	<b>12,000</b>	<b>72% L/M</b>

## **CITY OF MIAMI BEACH**

### **GLOSSARY**

Affordable Housing: Affordable housing is generally defined as housing where the occupants pay no more than 30 percent of gross income for gross housing costs, including utility costs.

AIDS and Related Diseases: The disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome.

Alcohol/Other Drug Addiction: A serious and persistent alcohol or other drug addiction that significantly limits a person's ability to live independently.

Committed: Generally means there has been a legally binding commitment of funds to a specific project to undertake specific activities.

Community Development Target Area: Geographic area where at least 51 percent of the residents are low and moderate income persons.

Consistent with the Plan: A determination made by the jurisdiction that a program application meets the following criterion:

- The Annual Plan for that fiscal year's funding indicates the jurisdiction planned to apply for the program or was willing to support an application by another entity for the program;
- The location of activities is consistent with the geographic areas specified in the plan; and
- The activities benefit a category of residents for which the jurisdiction's five-year strategy shows a priority.

Cost Burden > 30%: The extent to which gross housing costs, including utility costs, exceed 30 percent of gross income, based on data published by the U.S. Census Bureau.

Cost Burden > 50% (Severe Cost Burden): The extent to which gross housing costs, including utility costs, exceed 50 percent of gross income, based on data published by the U.S. Census Bureau.

Disabled Household: A household composed of one or more persons at least one of whom is an adult (a person of at least 18 years of age) who has a disability. A person shall be considered to have a disability if the person is determined to have a physical, mental or emotional impairment that:

- (1) is expected to be of long-continued and indefinite duration;
- (2) substantially impedes his or her ability to live independently; and
- (3) is of such a nature that the ability could be improved by more suitable housing conditions.

A person shall also be considered to have a disability if he or she has a developmental disability as defined in the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001-6006). The term also includes the surviving member or members of any household described in the first sentence of this paragraph who were living in an assisted unit with the disabled member of the household at the time of his or her death.

Elderly Household: For HUD rental programs, a one or two person household in which the head of the household or spouse is at least 62 years of age.

Elderly Person: A person who is at least 62 years of age.

Existing Homeowner: An owner-occupant of residential property who holds legal title to the property and who uses the property as his/her principal residence.

Family: See definition in 24 CFR 812.2 (The National Affordable Housing Act definition required to be used in the CHAS rule differs from the Census definition). The Bureau of Census defines a family as a householder (head of household) and one or more other persons living in the same household who are related by birth, marriage or adoption. The term "household" is used in combination with the term "related" in the CHAS instructions, such as for Table 2, when compatibility with the Census definition of family (for reports and data available from the Census based upon that definition) is dictated. (See also "Homeless Family.")

Family Self-Sufficiency (FSS) Program: A program enacted by Section 554 of the National Affordable Housing Act which directs Public Housing Agencies (PHAs) and Indian Housing Authorities (IHAs) to use Section 8 assistance under the rental certificate and rental voucher programs, together with public and private resources, to provide supportive services, that will enable participating families to achieve economic independence and self-sufficiency.

Federal Preference for Admission: The preference given to otherwise eligible applicants under HUD's rental assistance programs who, at the time they seek housing assistance are involuntarily displaced, living in substandard housing, or paying more than 50 percent of family income for rent. (See 24 CFR 882.219.)

First Time Home Buyer: An individual or family who has not owned a home during the three year period preceding the HUD-assisted purchase of a home that must be used as the principal residence of the home buyer, except that any individual who is a displaced homemaker (as defined in 24 CFR 92) or a single parent (as defined in 24 CFR 921) may not be excluded from consideration as a first time home buyer on the basis that the individual, while a homemaker or married, owned a home with his or her spouse or resided in a home owned by the spouse.

For Rent: Year round housing units which are vacant and offered/available for rent. (U.S. Census definition).

For Sale: Year round housing units which are vacant and offered available for sale only. (U.S. Census definition).

Frail Elderly: An elderly person who is unable to perform at least 3 activities of daily living (i.e., eating, dressing, bathing, grooming, and household management activities). (See 24 CFR 689.105.)

Group Quarters: Facilities providing living quarters that are not classified as housing units. (U.S. Census definition.) Examples include: prisons, nursing homes, dormitories, military barracks, and shelters.

HOME: The HOME Investment Partnerships Program, authorized by Title 11 of the National Affordable Housing Act.

Homeless Family: Family that includes at least one parent or guardian and one child under the age of 18, a homeless pregnant woman, or a homeless person in the process of securing legal custody of a person under the age of 18, living in situations described by terms "sheltered" or "unsheltered".

Homeless Individual: An unaccompanied youth (17 years or younger) or an adult (18 years or older) without children, living in situations described by terms "sheltered" or "unsheltered".

Homeless Youth: Unaccompanied person 17 years of age or younger who is living in situations described by terms "sheltered" or "unsheltered".

Household: One or more persons occupying a housing unit (U.S. Census definition). See also "Family".

Housing Problems: Households with housing problems include those that: (1) occupy units meeting the definition of Physical Defects; (2) meet the definition of overcrowded; and (3) meet the definition of cost burden greater than 30%. Table 1C requests nonduplicative accounts of households that meet one or more of these criteria.

Housing Unit: An occupied or vacant house, apartment, or a single room (SRO housing) that is intended as separate living quarters. (U.S. Census definition.)

Institutions/Institutional: Group quarters for persons under care or custody. (U.S. Census definition.)

Large Related: A household of 5 or more persons which includes at least one person related to the householder by blood, marriage or adoption.

LIHTC: (Federal) Low Income Housing Tax Credit.

Low-Income: Households whose incomes do not exceed 50 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 50 percent of the median for the area on the basis of HUD's findings that such variations are necessary because of prevailing levels of construction costs for fair market rents, or unusually high or low family incomes. NOTE: HUD income limits are updated annually and are available from local HUD offices. (This term corresponds to low and moderate-income households in the CDBG Program.)

Moderate-Income: Households whose incomes are between 51 percent and 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller or larger families, except that HUD may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of HUD's findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes. (This definition is different than that for the CDBG Program.)

Middle-Income: Households whose incomes are between 81 percent and 95 percent of the median income for the area, as determined by HUD, with adjustments for smaller or larger families, except that HUD may establish income ceilings higher or lower than 95 percent of the median for the area on the basis of HUD's findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes. (This definition is different than that for the CDBG Program.)

Non-Elderly Household: A household which does not meet the definition of "Elderly Household," as defined above.

Non-Homeless Person with Special Needs: Includes elderly/frail elderly persons, persons with AIDS, disabled families, and families participating in organized programs to achieve economic self-sufficiency.

Non-Institutional: Group quarters for persons not under care or custody. (U.S. Census definition.)

Occupied Housing Unit: A housing unit that is the usual place of residence of the occupant(s).

Other Household: A household of one or more persons that does not meet the definition of a Small Related household, Large Related household, or Elderly Household.

Other Income: Households whose incomes exceed 80 percent of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families.

Other Low-income: Households whose incomes are between 51 percent and 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of HUD's findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes. (This term corresponds to moderate-income in the CDBG Program.)

Other Vacant: Vacant year round housing units that are not For Rent or For Sale. This category would include Awaiting Occupancy or Held.

Overcrowded: A housing unit containing more than one person per room. (U.S. Census definition.)

Owner: A household that owns the housing unit it occupies. (U.S. Census definition.)

Physical Defects: A housing unit lacking complete kitchen or bathroom. (U.S. Census definition.) Jurisdictions may expand upon the Census definition.

Primary Housing Activity: A means of providing or producing affordable housing -- such as rental assistance, production, rehabilitation or acquisition -- that will be allocated significant resources and/or pursued intensively for addressing a particular housing need. (See also, "Secondary Housing Activity".)

Project-Based (Rental) Assistance: Rental Assistance provided for a project, not for a specific tenant. Tenants receiving project-based rental assistance give up the right to that assistance upon moving from the project.

Public Housing CIAP: Public Housing Comprehensive Improvement Assistance Program.

Public Housing MROP: Public Housing Major Reconstruction of Obsolete Projects.

Rent Burden > 30% (Cost Burden): The extent to which gross rents, including utility costs, exceed 30 percent of gross income, based on data published by the U.S. Census Bureau.

Rent Burden > 50% (Severe Cost Burden): The extent to which gross rents, including utility costs, exceed 50 percent of gross income, based on data published by the U.S. Census Bureau.

Rental Assistance: Rental assistance payments provided as either project-based rental assistance or tenant-based rental assistance.

Renter: A household that rents the housing unit it occupies, including both units rented for cash and units occupied without cash payment of rent. (U.S. Census definition.)

Renter Occupied Unit: Any occupied housing unit that is not owner occupied, including units rented for cash and those occupied without payment of cash rent.

Secondary Housing Activity: A means of providing or producing affordable housing such as rental assistance, production, rehabilitation or acquisition -- that will receive fewer resources and less emphasis than primary housing activities for addressing a particular housing need. (See also, "Primary Housing Activity".)

Section 215: Section 215 of Title II of the National Affordable Housing Act. Section 215 defines "affordable" housing projects under the HOME program.

Service Needs: The particular services identified for special needs populations, which typically may include transportation, personal care, housekeeping, counseling, meals, case management, personal emergency response, and other services to prevent premature institutionalization and assist individuals to continue living independently.

Severe Cost Burden: See Cost Burden > 50%.

Severe Mental Illness: A serious and persistent mental or emotional impairment that significantly limits a person's ability to live independently.

Sheltered: Families and persons whose primary nighttime residence is a supervised publicly or privately operated shelter, including emergency shelters, transitional housing for the homeless, domestic violence shelters, residential shelters for runaway and homeless youth, and any hotel/motel/apartment voucher arrangement paid because the person is homeless. This term does not include persons living doubled up or in overcrowded or substandard conventional housing. Any facility offering permanent housing is not a shelter, nor are its residents homeless.

Small Related: A household of 2 to 4 persons which includes at least one person related to the householder by birth, marriage, or adoption.

Substandard Condition: Housing not meeting the City of Miami Beach's Housing Code, containing deficiencies such as holes in roof, faulty or non-existent plumbing, etc.

Substandard Condition and not Suitable for Rehab: By local definition, dwelling units that are in such poor condition as to be neither structurally nor financially feasible for rehabilitation. (See also "Substandard Condition.")

Substandard Condition-but Suitable for Rehab: By local definition, dwelling units that do not meet standard conditions but are both financially and structurally feasible for rehabilitation. This does not include units that require only cosmetic work, correction or minor livability problems or maintenance work. (See also "Substandard Condition.")

Substantial Amendment: A major change in an approved housing strategy. It involves a change to the five-year strategy, which may be occasioned by a decision to undertake activities or programs inconsistent with that strategy.

Substantial Rehabilitation: Rehabilitation of residential property at an average cost for the project in excess of \$25,000 per dwelling unit.

Supportive Housing: Housing, including Housing Units and Group Quarters, that have a supportive environment and includes a planned service component.

Supportive Service Need in FSS Plan: The plan that PHAs administering a Family Self-Sufficiency program are required to develop to identify the services they will provide to participating families and the source of funding for those services. The supportive services may include child care; transportation; remedial education; education for completion of secondary or post secondary schooling; job training; preparation and counseling; substance abuse treatment and counseling; training in homemaking and parenting skills; money management and household management; counseling in home ownership; job development and placement; follow-up assistance after job placement; and other appropriate services.

Supportive Services: Services provided to residents of supportive housing for the purpose of facilitating the independence of residents. Some examples are case management, medical or psychological counseling and supervision, childcare, transportation, and job training.

Tenant-Based (Rental) Assistance: A form of rental assistance in which the assisted tenant may move from a dwelling unit with a right to continued assistance. The assistance is provided for the tenant, not for the project.

Total Vacant Housing Units: Unoccupied year round housing units. (U.S. Census definition.)

Unsheltered: Families and individuals whose primary nighttime residence is a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings (e.g., streets, parks, alleys).

Vacant Awaiting Occupancy or Held: Vacant year-round housing units that have been rented or sold and are currently awaiting occupancy, and vacant year round housing units that are held by owners or renters for occasional use. (U.S. Census definition.)  
Vacant housing Unit: Unoccupied year-round housing unit that are available or intended for occupancy at any time during the year.

Very Low-Income: Households whose incomes do not exceed 50 percent of the median area income for the area, as determined by HUD, with adjustments for smaller and larger families and for areas with



unusually high or low incomes or where needed because of prevailing levels of construction costs or fair market rents. (This term corresponds to low income households in the CDBG Program.) (For the purpose of further distinguishing within this category, two subgroups (0 to 30% and 31 to 50% of MFI) have been established in the CHAS tables and narratives.)

Worst-Case Needs: Unassisted, very low-income renter households who pay more than half of their income for rent, live in seriously substandard housing (which includes homeless people) or have been involuntarily displaced.

Year Round Housing Units: Occupied and vacant housing units intended for year round use. (U.S. Census definition.) Housing units for seasonal or migratory use are excluded.

**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**



**Condensed Title:**

Approving a three (3) month extension to the towing permits with Beach Towing Services, Inc. and Tremont Towing Services, Inc., respectively; commencing on December 1, 2003, and expiring on February 29, 2004.

**Issue:**

Whether to approve a three (3) month extension to the towing permits with both Beach Towing Services and Tremont Towing Services commencing on December 1, 2003 and expiring on February 29, 2004?

**Item Summary/Recommendation:**

The Administration, including the Police Department, and Parking Department are negotiating various terms with both Beach Towing Services, Inc. and Tremont Towing Services, Inc. Therefore, in order to provide uninterrupted towing services, the Administration recommends approving a three (3) month extension of the towing permits with both Beach Towing Services and Tremont Towing Services, commencing on December 1, 2003 and expiring on February 29, 2004.

**THE ADMINISTRATION RECOMMENDS THE ADOPTION OF THE RESOLUTION.**

**Advisory Board Recommendation:**

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**Financial Information:**

Amount to be expended:

N/A

Source of  
Funds:

--

Finance Dept.

	Amount	Account	Approved
1			
2			
3			
4			
Total			

**Sign-Offs:**

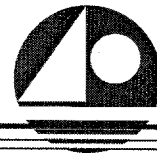
Department Director	Assistant City Manager	City Manager
SF _____ DD _____	CMC <u>CMC</u>	JMG <u>JMG</u>

AGENDA ITEM C7G

DATE 11-25-03

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.ci.miami-beach.fl.us



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** November 25, 2003

**From:** Jorge M. Gonzalez  
City Manager

**Subject:** **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING A THREE (3) MONTH EXTENSION WITH BEACH TOWING SERVICES, INC. AND TREMONT TOWING SERVICES, INC., RESPECTIVELY; COMMENCING ON DECEMBER 1, 2003, AND EXPIRING ON FEBRUARY 29, 2004.**

### ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

### ANALYSIS

The towing service providers Tremont Towing located at 1916 Bay Road, Miami Beach, Florida and Beach Towing, located at 1349 Dade Boulevard, Miami Beach, Florida, currently have a permit issued by the City to provide towing service to the Police and Parking Departments. On November 20, 1996, the Mayor and City Commission waived by a 5/7ths vote, the competitive bidding requirement, and approved an extension of the towing permits for a period of two years, to expire on November 30, 1998. On November 18, 1998, the Mayor and City Commission approved two (2) additional one (1) year options, to be renewed at the sole discretion of the City. The second one (1) year option expired on November 30, 2000. On October 18, 2000, the Mayor and City Commission waived, by a 5/7ths vote, the competitive bidding requirement, and approved a two (2) year contract, with three (3) one-year options, to be renewed at the sole discretion of the City.

The Administration, including the Police Department and the Parking Department are satisfied with the level of service provided by both Beach Towing Services, Inc. and Tremont Towing Services, Inc. Moreover, both services providers are the only qualified towing service providers satisfying the minimum vehicle storage requirements (capacity for storage of 100 vehicles) within the city limits.

The Administration, including the Police and Parking Departments are negotiating various points with both towing agencies. Therefore, in order to continue providing uninterrupted towing services, a three (3) month extension commencing on December 1, 2003, and expiring on February 29, 2004, is recommended.

The Administration recommends that the Mayor and City Commission approve a three (3) month extension of the towing permits with both Beach Towing Services and Tremont Towing Services, commencing on December 1, 2003 and expiring on February 29, 2004.

JMG/CMC/SF

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**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING A THREE (3) MONTH EXTENSION OF THE TOWING PERMITS WITH BOTH BEACH TOWING SERVICES, INC. AND TREMONT TOWING SERVICES, INC., RESPECTIVELY; COMMENCING ON DECEMBER 1, 2003, AND EXPIRING ON FEBRUARY 28, 2004.**

**WHEREAS**, Chapter 106, Article V of the Miami Beach City Code, provides for police vehicle towing permits for the towing of vehicles identified by the City as requiring removal from public and private property; and

**WHEREAS**, the City issued Request for Proposals No. 1-91/94 for Providing Police and Parking Department Towing Services in the City of Miami Beach; thereafter, the Mayor and City Commission selected Beach Towing Services, Inc. and Tremont Towing Services, Inc. as the successful proposers to provide these services; and

**WHEREAS**, pursuant to Resolution No. 95-21615, the Mayor and City Commission extended the towing permits issued for Beach Towing Services, Inc. and Tremont Towing Services, Inc. for a fifteen (15) month period that commenced on July 1, 1995 and expired on September 30, 1996; and

**WHEREAS**, on June 21, 1996, the Mayor and City Commission approved a second extension of the permits for a period of sixty (60) days, from September 30, 1996 to November 30, 1996, to negotiate additional terms and conditions of the towing permits with Beach Towing Services, Inc. and Tremont Towing Services, Inc.; and

**WHEREAS**, on November 20, 1996, the Mayor and Commission approved an extension of the towing permits for a period of two (2) years, expiring on November 30, 1998, with a one (1) year option, to be renewed at the sole discretion of the City; and

**WHEREAS**, on November 18, 1998, the Mayor and Commission approved the two one-year renewal options of the towing permits, expiring on November 30, 1999 and 2000, respectively; and

**WHEREAS**, on October 18, 2000, the Mayor and Commission waived, by a 5/7<sup>th</sup> vote, the competitive bidding requirement and approved a two-year towing permit with Beach Towing Services, Inc. and Tremont Towing Services, Inc., respectively; each expiring on November 30, 2002, with three additional one-year terms, to be renewed at the sole discretion of the City; and

**WHEREAS**, on October 23, 2002, the Mayor and Commission approved the first of three one (1) year renewal terms, commencing on December 1, 2002 and expiring on November 30, 2003; further approved an increase to the existing maximum allowable towing rate for Class "A" tows from \$90.00, to \$95.00; and increased the City's administrative fee per tow (fee paid to the City by towing service provider) from \$20.00,

to \$25.00, and from \$10.00, to \$12.50, for each vehicle which is disconnected from the towing or removal apparatus; and

**WHEREAS**, Beach Towing Services, Inc. and Tremont Towing Services, Inc. continue to be the only two service providers which satisfy all requirements as stipulated in the City's towing permit requirements, including the ability to provide storage facilities within the City limits; and

**WHEREAS**, the Administration, including the Police Department and the Parking Department, are negotiating various terms with both Beach Towing Services, Inc. and Tremont Towing Services, Inc., and herein recommend approving a three (3) month extension of the towing permits with both Beach Towing Services, Inc. and Tremont Towing Services, Inc., commencing on December 1, 2003, and expiring on February 28, 2004, in order to complete negotiations.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA** that the Mayor and City Commission, upon recommendation of the Administration, approve a three (3) month extension of the towing permits with both Beach Towing Services, Inc. and Tremont Towing Services, Inc., respectively; commencing on December 1, 2003, and expiring on February 28, 2004.


**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2003

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

\_\_\_\_\_  
**CITY CLERK**

 11-17-03  
\_\_\_\_\_  
City Attorney      Date

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**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**



**Condensed Title:**

A Resolution amending the interim management agreement with Professional Course Management II, Ltd., to provide professional services for the Normandy Shores and Par 3 golf courses by abating the monthly rent and equipment lease payments, eliminating the maintenance of the Par 3 golf course and extending the term of the agreement through April 30, 2004 or until the Normandy Shores golf course undergoes construction, which ever occurs first.

**Issue:**

The current interim management agreement between the City of Miami Beach and Professional Course Management II, Ltd., for the management of the Normandy Shores Golf Course was originally to terminate on September 30, 2003. At the time the interim agreement was entered into it was understood that the Bayshore Golf Course would be closed for construction and Normandy Shores would remain open until the improvements to Bayshore were completed. It was further understood that Normandy Shores Golf Course would then close for renovations immediately following the reopened Bayshore Course. The final scope of improvements for the Normandy Shores Golf Course and clubhouse are still under discussion. Due to the uncertainty of the golf course's future improvements and to ensure continuity of operations PCM has agreed to amend the existing agreement term to extend to April 30, 2004, if the City will abate the rent and lease payments begin on May 1, 2003 through the extended term of the agreement ending on April 30, 2004 and eliminate the requirement to maintain the Par 3 golf course under this agreement.

**Item Summary/Recommendation:**

Approve the Resolution amending the interim management agreement with Professional Course Management II Ltd., to ensure continuity of professional services for the Normandy Shores Golf Course is maintained until the course is closed for renovations.

**Advisory Board Recommendation:**

Recommended for approval in a form substantially attached by the Miami Beach Golf Advisory Board at its regularly scheduled meeting of June 3, 2003.

**Financial Information:**

Source of Funds:  <div style="border: 1px solid black; width: 80px; height: 40px; margin: 5px 0;"></div> Finance Dept.		Amount	Account	Approved
	1			
	2			
	3			
	4			
	Total			

**City Clerk's Office Legislative Tracking:**

Kevin Smith

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager

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AGENDA ITEM C7H

DATE 11-25-03

# CITY OF MIAMI BEACH


CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** November 25, 2003

**From:** Jorge M. Gonzalez  
City Manager 

**Subject:** **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A FIRST AMENDMENT TO THE INTERIM MANAGEMENT AGREEMENT WITH PROFESSIONAL COURSE MANAGEMENT II, LTD. TO PROVIDE PROFESSIONAL SERVICES FOR THE MANAGEMENT OF THE CITY'S NORMANDY SHORES AND PAR 3 GOLF COURSES; SAID AMENDMENT PROVIDING FOR A RENT ABATEMENT OF THE MONTHLY RENT AND EQUIPMENT LEASING PAYMENTS DUE TO THE CITY, RETROACTIVE AS OF MAY 1, 2003; ELIMINATING THE REQUIREMENT OF MAINTAINING AND OPERATING THE PAR 3 GOLF COURSE, AND EXTENDING THE TERM OF THE AGREEMENT FROM SEPTEMBER 30, 2003, AS ORIGINALLY STIPULATED, TO APRIL 30, 2004, OR IMMEDIATELY UPON THE CLOSURE OF THE NORMANDY SHORES GOLF COURSE FOR PLANNED CONSTRUCTION/ RENOVATIONS, WHICH EVER OCCURS FIRST.**

### ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

### ANALYSIS

On September 5, 2001, the Mayor and City Commission approved an interim management agreement with Professional Course Management II to provide the professional services for the management of the City's Normandy Shores and Par 3 golf courses to commence on October 1, 2001 and conclude on September 30, 2003, or immediately upon the closure of the Normandy Shores golf course for planned construction.

At the time the interim agreement was entered into it was understood that the Bayshore Golf Course would be closed for construction and Normandy Shores would remain open until the improvements to Bayshore were completed. It was further understood that Normandy Shores Golf Course would then close for renovations immediately following the reopened Bayshore Course.



It was projected that the Bayshore Golf Course would be closed on October 1, 2001, in anticipation of the impending construction and to eliminate the substantial expense of having to operate and maintain the golf course with a new operator.

It was projected that the Bayshore Golf Course project construction would begin late in 2001 and take approximately twelve (12) months to complete and while it was under construction the Normandy Shores Golf Course would remain open for play by residents, tourists and day guests and upon the reopening of the Bayshore course the Normandy Shores course would close for renovations.

Salient points of this Agreement included:

- A payment to the City of \$6,000 per month, a total of \$72,000 annually.
- PCM would also operate and maintain the Par 3 Golf Course for the specified term of the agreement.
- The City will purchase or lease the necessary golf course maintenance equipment and PCM II will pay the City for approximately 75% of the annual cost of this maintenance equipment expense.
- PCM will comply with the City's golf course maintenance standards as stipulated in the Agreement.

As the term of this agreement concluded on September 30, 2003, and the final scope of improvements for the Normandy Shores Golf Course and clubhouse are still under discussion the administration of Professional Course Management has offered to extend the term through April 30, 2004, if the City agrees to abate the monthly rent of \$6,000 and the equipment lease payment of \$3,100 per month effective May 1, 2003 for the remainder of the agreement.

In a recent meeting with the Administration PCM presented evidence that the Normandy Shores Golf Course operation will lose money for F.Y. 02/03. Based on a preliminary year end report PCM projects the operation will lose approximately \$169,670 in F.Y. 03. If the abatement for the period of May – September calculated at \$45,500 is approved then PCM's loss for this fiscal year will be \$126,864. Although PCM does not have the final report for the month of October, 2003, it is their opinion it will show a loss for the period. They anticipate a modest positive income in November and depending on the season reducing their deficit in the period of December, 2003 – April, 2004. It must also be clearly stated that if the conditions upon which this income projection is developed change, such as another down turn in the economy or a lessening demand for golf, PCM will still be responsible for all expenses and assume all loss, including any operational deficit that may result from these changes.

Additionally, PCM and the Administration have agreed to monitor the revenues and expenditures of the Normandy Shores Golf Course through April 30, 2004, and if there is a positive balance at that time the City and PCM have agreed to negotiate a sharing of the proceeds. Professional Course Management has also offered to manage the Normandy Shores golf course effective May 1, 2004 until the time the golf course closes for construction without assessing a management fee conditioned upon the City paying all operational expenses.

Professional Course Management has also requested that, due to the substantial modifications made to the Par 3 golf course including the elimination of the 3<sup>rd</sup> green due to the Hebrew Academy construction and soon the elimination of the majority of the 4<sup>th</sup> tee box, fairway and green for the construction of the fire station and water tanks project they be relieved of this responsibility. The opportunity to operate and charge for the use of the Par 3 under these circumstances is negated. The City has assumed the maintenance of the Par 3 using staff from the Miami Beach Golf Club and the facility is now open for play, free of charge for our residents to take advantage of. The cost of this is now being paid from the Miami Beach Golf Club F.Y. 03/04 operational budget as approved by the City Commission and this authorization will further clarify the reassignment.

Based on the fact the construction schedule and the closure of the Normandy Shore Golf Course and clubhouse are yet to be determined and PCM is the management company approved by the City Commission to manage the Normandy Shores Golf Course upon the completion of the planned renovations, it is the Administration's opinion that it would be a substantial challenge to issue a bid for the management of the Normandy Shores facility that would result in a qualified firm responding for what most likely will be a very short period.

PCM has made significant improvements and is maintaining the Normandy Shores Golf Course to the satisfaction of the citizens and the Administration and is willing to extend this agreement, thus insuring continuity of professional management of the golf course now and when it reopens following the improvements. It should also be noted that PCM is working very successfully with the Administration to provide a very high level of professional management at the Miami Beach Golf Club that is being received very positively by our residents, tourists, hoteliers and day guests. Accordingly the Administration recommends that the Mayor and City Commission approve the attached resolution.

JMG/RCM/KS  
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RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A FIRST AMENDMENT TO THE INTERIM MANAGEMENT AGREEMENT WITH PROFESSIONAL COURSE MANAGEMENT II, LTD. (PCM II) TO PROVIDE PROFESSIONAL SERVICES FOR THE MANAGEMENT OF THE CITY'S NORMANDY SHORES AND PAR 3 GOLF COURSES; SAID AMENDMENT PROVIDING FOR A RENT ABATEMENT OF THE MONTHLY RENT AND EQUIPMENT LEASING PAYMENTS DUE TO THE CITY, RETROACTIVE AS OF MAY 1, 2003; ELIMINATING THE REQUIREMENT OF MAINTAINING AND OPERATING THE PAR 3 GOLF COURSE; AND EXTENDING THE TERM OF THE AGREEMENT FROM SEPTEMBER 30, 2003, AS ORIGINALLY STIPULATED, TO APRIL 30, 2004, OR IMMEDIATELY UPON THE CLOSURE OF THE NORMANDY SHORES GOLF COURSE FOR PLANNED CONSTRUCTION/ RENOVATIONS, WHICH EVER OCCURS FIRST.**

**WHEREAS**, on September 5, 2001, the Mayor and City Commission approved an Interim Management Agreement with Professional Course Management II, Ltd., (PCM II) to provide the professional services for the management and operation of the City's Normandy Shores and Par 3 Golf Courses to commence on October 1, 2001, and conclude on September 30, 2003, or immediately upon the closure of the Normandy Shores golf course for planned construction; and

**WHEREAS**, at the time the Interim Agreement was entered into, it was understood that the Bayshore Golf Course would be closed for construction and Normandy Shores would remain open until the improvements to Bayshore were completed; and

**WHEREAS**, salient points of this Agreement included a rent payment to the City of \$6,000 per month; PCM II would operate and maintain the Par 3 Golf Course; and pay the City for approximately 75% of the annual cost of the maintenance equipment expense until such time as the equipment would be relocated to the Bayshore Course when it reopened, whereupon the total cost for the lease/purchase will be the responsibility of the City; and

**WHEREAS**, as the term of the this Agreement is due to conclude on September 30, 2003, and the final scope of improvements for the Normandy Shores Golf Course and clubhouse are still pending, PCM II has offered to extend the term through April 30, 2004, if the City agrees to abate the monthly rent of \$6,000 and the equipment lease payment of \$3,100 per month, and relive it of the Par 3 operation; all effective retroactively to May 1, 2003; and

**WHEREAS**, if at the conclusion of this agreement there is a positive balance at that time the City and PCM II have agreed to negotiate a revenue sharing that is fair and equitable to both parties; and

**WHEREAS**, PCM II has also offered to manage the Normandy Shores golf course, effective May 1, 2004, until the time the golf course closes for construction free of charge conditioned upon the City paying all operational expenses; and

**WHEREAS**, PCM II has made significant improvements and is maintaining the Normandy Shores Golf Course to the satisfaction of the citizens and the Administration and is willing to extend this agreement, thus insuring continuity of professional management of the golf course now and when it reopens following the improvements; and

**WHEREAS**, the City of Miami Beach Golf Advisory Board unanimously recommended approval of this action at its meeting of May 3, 2003.

**NOW, THEREFORE, BE IT DULY RESOLVED THAT THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH** hereby approve and authorize the Mayor and City Clerk to execute a first Amendment to the Interim Management Agreement with Professional Course Management II, Ltd., to provide professional services for the management of the City's Normandy Shores and Par 3 Golf Courses; said Amendment providing for a rent abatement of the monthly rent and equipment leasing payments due to the City, retroactive as of May 1, 2003; eliminating the requirement of maintaining the Par 3 Golf Course; and extending the term of the Agreement from September 30, 2003, as originally stipulated, to April 30, 2004 or immediately upon the closure of the Normandy Shores Golf Course for planned construction/ renovations, which ever occurs first.

**PASSED and ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2003.


\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

F:\\$ALL\Previous\KEVIN\Commission2003\Oct.15-03\PCM\_NORMANDY\_Com. Reso.\_Ammendment

**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

  
\_\_\_\_\_  
City Attorney      11-4-03  
Date

**FIRST AMENDMENT TO THE INTERIM MANAGEMENT AGREEMENT FOR THE  
CITY OF MIAMI BEACH NORMANDY SHORES AND PAR 3 GOLF COURSES  
BETWEEN THE CITY OF MIAMI BEACH AND PROFESSIONAL COURSE  
MANAGEMENT II LTD.**

This First Amendment to that certain Agreement, dated September 5, 2001, and effective October 1, 2001, between the City of Miami Beach, Florida ("City"), and Professional Course Management II Ltd. ("PCM II"), to Provide Professional Services for the Management of the City's Normandy Shores and Par 3 Golf Courses ("Agreement"), is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003 ("First Amendment").

**RECITALS**

**WHEREAS**, the City currently has an Agreement with PCM II for professional services for the management of the City's Normandy Shores and Par 3 Golf Courses effective through September 30, 2003 or until closure of Normandy Shores Golf Course for planned construction/renovations, which ever is first; and

**WHEREAS**, due to the delay relative to the closure of the Normandy Shores Golf Course and the additional costs associated with such delay, a portion of which have been borne by PCM II, the City and PCM II have realized that amendment to certain terms and conditions of the Agreement are necessary; and

**WHEREAS**, the amendment to the terms and conditions of the Agreement, as set forth below, are in the best interest of the City and of PCM II for a continued relationship between the parties and for PCM II to continue to provide the exceptional level of service expected by the City;

**NOW THEREFORE**, in consideration for the mutual covenants and promises provided herein and which are part of the Agreement, the parties herein agree to amend the Agreement as follows:

1. Section 3 of the Agreement entitled "TERM", is hereby amended to read as follows:

The Term of this Agreement shall begin on October 1, 2001 and conclude on April 30, 2003 2004, or immediately upon the closure of Normandy Shores Golf Course for planned construction/renovations, which ever is first, including a cancellation clause upon sixty (60) day written notice to PCM II for convenience and without cause, to be exercised at the will of the City, if deemed in the best interest of the City, subject to the City's rights to terminate same pursuant to Section 15 of the Agreement.

2. Section 4 of the Agreement entitle "RENT", is hereby amended to read as follows:

In consideration of the City executing this Agreement, and granting the rights provided in this Agreement, PCM II shall pay the City \$6,000 per month, or a total of \$72,000 annually. If after the closure of the Bayshore Golf Course there is a 20% increase in the number of rounds of golf played at the Normandy Shores Golf Course (over a base annual number of 45,000 rounds and a monthly allocation as broken down in Attachment "Exhibit A") the monthly payment will increase from \$6,000 to \$9,000 for the month. In consideration for PCM II continuing to provide professional golf course management services through April 30, 2004, or until the closure of Normandy Shores Golf Course for planned construction/renovations, which ever is first, the parties agree that, commencing retroactively on May 1, 2003, and continuing through the end of the term of this Agreement, the City shall abate all future rent due as provided for in the

Agreement. Notwithstanding the aforestated rent abatement, all the other terms and conditions of the Agreement, as amended herein, shall continue to apply.

3. Section 12.3 of the Agreement entitled "Personal Property" and found under Section 12 entitled "ALTERATIONS, MAINTENANCE, AND REPAIRS", is hereby amended to read as follows:

At the commencement of this Agreement the City will purchase or lease the necessary golf course maintenance equipment, as mutually agreed upon by both parties, for Normandy Shores and the Par 3 Golf Courses, and as shall offered and incorporated herein as Exhibit A. PCM II, will pay the City for approximately 75% of the annual cost of this maintenance equipment expense. Said payment should be submitted at the time the rent payment is made. PCM II will be responsible for the maintenance and proper operation of all equipment, to ensure that all warranties and guarantees remain in effect. It is further understood that this golf course maintenance equipment will be relocated to the Bayshore Golf Course when it reopens, and at that time the 100% of the cost for the lease/ purchase will be the responsibility of the City. A list of City provided golf course equipment included in the Agreement for use by PCM II during the term hereof, is attached and incorporated herein as Exhibit D. PCM II shall maintain all City-owned equipment at its sole cost and all equipment such other equipment as may be necessary to maintain the Premises in a condition which satisfies those maintenance standards set forth in Exhibit C. The City shall have the right to periodically take an inventory of any or all equipment on the Premises. In consideration for PCM II continuing to provide professional golf course management services through April 30, 2004, or until the closure of Normandy Shores Golf

Course for planned construction/renovations, which ever is first, the parties agree that, commencing retroactively on May 1, 2003, and continuing through the end of the term of this Agreement, PCM II shall have no responsibility to pay the City for approximately 75% of the annual cost of this maintenance equipment expense, and the City shall assume all such costs. Notwithstanding the aforestated waiver of responsibility for equipment maintenance costs, all the other terms and conditions of the Agreement, as amended herein, shall continue to apply.

The parties further acknowledge that if deemed necessary, PCM II will be responsible to supplement the maintenance equipment through either the direct lease or purchase by PCM II of any equipment not included in Exhibit D, to be used for the operation and maintenance of the Premises.

4. Section 1.1 of the Agreement entitled “Real Property” and found under Section 1 entitled “PREMISES TO BE MANAGED”, is hereby amended to read as follows:

Those certain City owned golf courses commonly known as:

- a. Normandy Shores Golf Course, 2401 Biarritz Drive (excluding sanitary sewage area)
- b. Par Three Golf Course, 2795 Prairie Avenue

Together with all buildings, improvements and fixtures located thereon.

In consideration for PCM II continuing to provide professional golf course management services through April 30, 2004, or until the closure of Normandy Shores Golf Course for planned construction/renovations, which ever is first, the parties agree that commencing retroactively on May 1, 2003, and continuing through the term of this Agreement, the terms and conditions of this Agreement shall not apply to, and PCM II shall not provide professional services for, the Par



3 Golf Course, 2795 Prairie Avenue, and the City shall assume management responsibility for that Golf Course. Notwithstanding the aforestated release of duty to provide services for the Par 3 Golf Course, all the other terms and conditions of the Agreement, as amended herein, shall continue to apply.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their duly authorized officers and representatives as of the day and year first above written, as a sealed instrument.

ATTEST:

CITY OF MIAMI BEACH

\_\_\_\_\_  
CITY CLERK

BY: \_\_\_\_\_  
MAYOR

ATTEST:


PROFESSIONAL COURSE MANAGEMENT II,  
LTD. (PCM II)

\_\_\_\_\_  
SECRETARY  
(CORPORATE SEAL)

BY: \_\_\_\_\_  
JOHNNY LA PONZINA  
PRESIDENT

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**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

 11-4-03  
\_\_\_\_\_  
City Attorney      Date

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**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**



**Condensed Title:**

A Resolution setting a public hearing to consider approving The Miami Beach Convention Center for conventions, expositions or events involving adult materials, and referring the matter to the Land Use and Development Committee.

**Issue:**

Should the City Commission approve the Miami Beach Convention Center as a location to hold events involving adult materials?

**Item Summary/Recommendation:**


The provisions of s. 847.0134, Florida Statutes prohibits adult entertainment establishments that display, sell, or distribute materials harmful to minors within 2,500 feet of the real property that comprises a public or private elementary school, middle school, or secondary school, however, municipalities may approve the location under proceedings as provided in s. 166.041(3)(c).

The Administration recommends that the City Commission set a first reading public hearing for a time certain on December 10, 2003, and refer the matter to the Land Use and Development Committee.

**Advisory Board Recommendation:**

The Planning Board heard this matter at a public hearing on October 28, 2003. The Board voted 5-0 (2 members absent) to recommend to the City commission approval of this request.


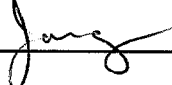
**Financial Information:**

Source of Funds:   Finance Dept.		Amount	Account	Approved
	1			
	2			
	3			
	4			
	Total			

**City Clerk's Office Legislative Tracking:**

Mercy Lamazares/Jorge G. Gomez, Planning Department

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager
		

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AGENDA ITEM C7I

DATE 11-25-03

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** November 25, 2003

**From:** Jorge M. Gonzalez  
City Manager

**Subject:** Setting of the Public Hearing and Referral to Land Use and Development Committee -  
Approval of the Miami Beach Convention Center for Conventions, Expositions or  
Events Involving Adult Materials.

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, SETTING A PUBLIC HEARING TO CONSIDER APPROVING THE MIAMI BEACH CONVENTION CENTER AS THE LOCATION FOR CONVENTIONS, EXPOSITIONS OR EVENTS INVOLVING ADULT MATERIALS, PURSUANT TO THE PROVISIONS OF F.S. 847.0134, AND REFERRING THE MATTER TO THE LAND USE AND DEVELOPMENT COMMITTEE.**

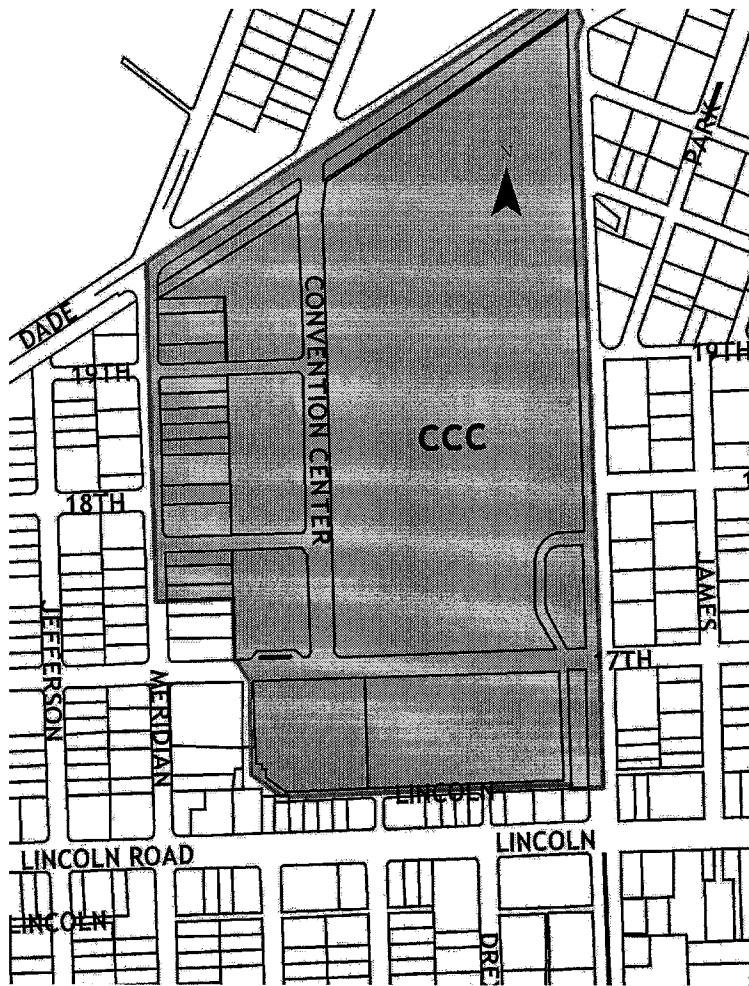
### **ADMINISTRATION RECOMMENDATION**

The Administration recommends that the City Commission set a first reading public hearing for a time certain on December 10, 2003, and refer the matter to the Land Use and Development Committee.

### **BACKGROUND**

The Convention Center is a venue that is located within 2,500 feet of Miami Beach Senior High School and pursuant to the provisions of s. 847.0134, Florida Statutes, which prohibits adult entertainment establishments that display, sell, or distribute materials harmful to minors within 2,500 feet of the real property that comprises a public or private elementary school, middle school, or secondary school, requires that the municipality approve the location under proceedings as provided in s. 166.041(3)(c).

The process specified in s. 166.041(3)(c) is the same procedure as for a zoning map change. This process requires two public hearings before the City of Miami Beach City Commission and a recommendation from the Planning Board, also under the public hearing process.



## **STAFF ANALYSIS**

Consolidated Management Associates Corporation, the applicant of this request, approached the Convention Center management requesting information with regard to locating the Gay Erotic Expo at the Convention Center. The City Attorney's office was contacted and a meeting was set up with Planning staff to determine what the process would be with regard to the City Code and its Land Development Regulations. At that time a determination was made that due to the nature of the Expo, it would fall under the adopted Florida Statute that prohibits the location of an adult entertainment establishment within 2,500 feet of a school, unless approved by the municipality in accordance with the process prescribed in the statute.

The Gay Erotic Expo is a consumer expo targeted to the gay and lesbian community. The Expo is proposed to be held in Hall C of the Miami Beach Convention Center at 1700 Convention Center Drive on June 5 and 6, 2004 and yearly thereafter. The hours of the event will be approximately from noon to 7 p.m. both days. Vendors and exhibitors will be demonstrating and selling their products, including adult entertainment films, magazines, personal care products, leather and other clothing, and adult novelty items. Free space will be provided to local non-profit gay and lesbian community groups and AIDS groups so that they can promote themselves to the gay and lesbian community. The event will have a ticket price of approximately \$15, and no one under 21 will be admitted. The Gay Erotic Expo has been held previously at the Los Angeles Convention Center, and at Webster Hall in New York.

In 2001 the Florida Legislature approved an amendment to Chapter 847, "Obscenity," which under s. 847.0134 reads:

(1) Except for those establishments that are legally operating or have been granted a permit from a local government to operate as adult entertainment establishments on or before July 1, 2001, an adult entertainment establishment that sells, rents, loans, distributes, transmits, shows, or exhibits any obscene material, as described in s. 847.0133, an adult entertainment establishment that sells, rents, loans, distributes, transmits, shows, or exhibits in whole or in part, depicts nudity, sexual conduct, sexual excitement, sexual battery, sexual bestiality, or sadomasochistic abuse and that is harmful to minors, as described in s. 847.001, may not be located within 2,500 feet of the real property that comprises a public or private elementary school, middle school, or secondary school unless the county or municipality approves the location under proceedings as provided in s. 125.66(4) for counties or s. 166.041(3)(c) for municipalities.

(2) A violation of this section constitutes a felony of the third degree, punishable as provided in s. 775.082 or s. 775.083.

Section 166.041(3)(c) F.S. refers to the process by which a municipality must conduct a review for a zoning map change.

The approval of the Convention Center location would allow the Convention Center to entertain similar requests in the future as the approval under consideration is for the location and not the exposition. As part of the process, staff requested that legal notice be mailed to neighborhoods surrounding the Convention Center, including property owners facing Meridian Avenue, Washington Avenue, Lincoln Road and Dade Boulevard, including the Miami Dade County School Board, some of which are farther than the required radius of 375 feet.

This application is the first one for review since the Florida Legislature amended Chapter 847 F.S., thus, this is a process with no prior guidelines or criteria established. As a venue that may hold these kinds of productions in the future, staff is not overly concerned with the location. As a minor concern, it should be noted that although the Convention Center is separated by Washington Avenue from a residential district to the east; by the Collins Canal and Dade Boulevard from a residential district and Miami Beach High School to the north, and the residential area west of Meridian Avenue, it is a very large venue which as part of the approval, can be requested to contain inside any adult production. It is also suggested that any adult production have an age restriction of 21-and-over only admission.

### **PLANNING BOARD ACTION**

The Planning Board heard this matter at a public hearing on October 28, 2003 and voted 5-0 (two members absent) to recommend that the City Commission approve the location of the Convention Center to permit this type event, but with the following limitations:

1. Each application for conventions, expositions or events involving adult materials shall come before the Planning Board for review to discuss the actual programming under the procedure set by State Statutes;
2. The hours of operation for this type of event at the Convention Center shall be no earlier than 9 a.m. and no later than 2 a.m.;
3. No one under 21 years of age shall be admitted to these types of events.

### **CONCLUSION**

It is recommended that this resolution be referred to the Land Use and Development Committee to discuss whether to accept the recommendation of the Planning Board. In the alternative, the City Commission may approve the location of the Convention Center as a venue to hold events that involve adult materials.

The procedure set forth in 166.041(3)(c) F.S. refers to the process by which a municipality may approve the location under certain proceedings. This procedure requires that the City Commission hold two advertised public hearings. At least one hearing shall be held after 5:00 p.m. The first public hearing shall be held at least seven days after the day that the first advertisement is published. The second public hearing shall be held at least ten days after the first hearing and shall be advertised at least five days prior to the public hearing. Immediately following the public hearing at the second reading, the city commission may adopt the ordinance by an affirmative vote of five-sevenths of all members of the city commission.

JMG/CMC/JGG /ML

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RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, SETTING A PUBLIC HEARING FOR, AND REFERRING TO LAND USE AND DEVELOPMENT COMMITTEE, AN APPLICATION TO APPROVE THE MIAMI BEACH CONVENTION CENTER AS A LOCATION FOR CONVENTIONS, EXPOSITIONS OR EVENTS INVOLVING ADULT MATERIALS, PURSUANT TO THE PROVISIONS OF SECTION 847.0134, FLORIDA STATUTES.**

**WHEREAS**, Consolidated Management Associates Corporation, has requested the Convention Center management to approve holding the Gay Erotic Expo at the Convention Center; and

**WHEREAS**, such event will involve vendors and exhibitors demonstrating and selling their products, including adult entertainment films, magazines, personal care products, leather and other clothing, and adult novelty items; and

**WHEREAS**, a determination was made that due to the nature of the Gay Erotic Expo, it would fall under the adopted Florida Statute that prohibits the location of an adult entertainment establishment within 2,500 feet of a school, unless approved by the municipality in accordance with the process prescribed in the statute; and

**WHEREAS**, the approval of this location would allow the Convention Center to entertain similar requests in the future, as the approval under consideration is for the location and not the exposition; and

**WHEREAS**, Section 847.0134, Florida Statutes, states that an adult entertainment establishment that sells, rents, loans, distributes, transmits, shows, or exhibits adult materials, may not be located within 2,500 feet of the real property that comprises a public or private elementary school, middle school, or secondary school unless the county or municipality approves the location under proceedings as provided in section 166.041(3)(c), Florida Statutes, which requires the local governing body to hold two advertised public hearings on the proposed ordinance and at least one hearing shall be held after 5 p.m.

**NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA THAT** the application is referred for consideration to the Land Use and Development Committee, and a First Reading Public Hearing is hereby set to be held on the above request before the City Commission on December 10, 2003.

**PASSED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2003.**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

\_\_\_\_\_  
**MAYOR**  
APPROVED AS TO  
FORM AND LANGUAGE  
& FOR EXECUTION

  
City Attorney

11-17-03  
Date

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CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY



**Condensed Title:**

A resolution setting a public hearing to consider an amendment to the Code, by amending chapter 142, "Zoning Districts and Regulations," Article IV, "Supplementary District Regulations," Division 2, "Accessory Uses," section 142-902 "Permitted Accessory Uses," permitting commercial uses in apartment buildings in the RM-2 district bounded by Indian Creek Drive, Collins Avenue, 41st Street and 44th Street, and referring the matter to the Land Use and Development Committee.

**Issue:**

Should the City Commission amend the Land Development Regulations to permit commercial/retail accessory uses in apartment buildings?

**Item Summary/Recommendation:**

Currently the City Code does not permit accessory commercial/retail uses in apartment buildings in the RM-2 zoning district, but they are permitted in hotels.

The Administration recommends that the City Commission refer the matter to the Land Use and Development Committee and set a first reading public hearing for the December 10, 2003 meeting.

**Advisory Board Recommendation:**

The Planning Board heard this matter at a public hearing on October 28, 2003. The Board voted 5-0 (2 members absent) to recommend to the City commission approval of this request.

**Financial Information:**

Source of Funds:		Amount	Account	Approved
<div><input type="checkbox"/></div> Finance Dept.	1			
	2			
	3			
	4			
	Total			

**City Clerk's Office Legislative Tracking:**

Mercy Lamazares/Jorge G. Gomez, Planning Department

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager
	<i>CEL</i>	<i>Jorge</i>

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AGENDA ITEM C7J  
DATE 11-25-03

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** November 25, 2003

**From:** Jorge M. Gonzalez  
City Manager

**Subject:** Setting of Public Hearing and Referral to the Land Use and Development Committee - amendment to the Land Development Regulations to allow commercial and retail Accessory Uses in apartment buildings in the RM-2, Residential Multifamily Medium Intensity Zoning District.

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, SETTING A PUBLIC HEARING TO CONSIDER AN AMENDMENT TO THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS," ARTICLE IV, "SUPPLEMENTARY DISTRICT REGULATIONS," DIVISION 2, "ACCESSORY USES," SECTION 142-902 "PERMITTED ACCESSORY USES," PERMITTING COMMERCIAL USES IN APARTMENT BUILDINGS IN THE RM-2 DISTRICT BOUNDED BY INDIAN CREEK DRIVE, COLLINS AVENUE, 41ST STREET AND 44TH STREET, AND REFERRING THE MATTER TO THE LAND USE COMMITTEE.**

### **ADMINISTRATION RECOMMENDATION**

The Administration recommends that the City Commission refer this matter to the Land Use and Development Committee and set a first reading public hearing for December 10, 2003.

### **BACKGROUND**

The applicant, 4360 Collins, LLC, is constructing a new 8-story residential apartment building at 4360 Collins Avenue. Their building site is located in the RM-2 Residential multifamily medium intensity zoning district, between Collins Avenue on the east and Indian Creek Drive on the west. During the design review process, the Historic Preservation Board recommended that the proposed apartment building incorporate commercial uses on the ground floor in order to provide an active pedestrian environment along the building frontage. However, while commercial/retail uses are permitted as accessory uses in apartment buildings in the RM-3 zoning district, the same is not true in the RM-2 district.

The applicant subsequently made application to change the text of the Miami Beach Land Development Regulations, in order to permit accessory commercial uses in apartment buildings within the RM-2 zoning district, where such district fronts upon an adjacent RM-3 zoning district.

Currently, accessory commercial uses are permitted along the first floor frontages in buildings located in the RM-3 districts. The proposed amending ordinance would broaden this to allow accessory commercial uses along the first floor frontages of apartment buildings in the RM-2 zoning district, when the site is directly adjacent to an RM-3 zoning district but only in the area that is bounded by 41<sup>st</sup> Street on the south, 44<sup>th</sup> Street on the north, Collins Avenue on the east and Indian Creek Drive on the west - an area that may be able to support such uses. For the Commission's information, page 4 of this Memorandum contains a land use map for the entire corridor comprising the RM-2 zoning district from 26<sup>th</sup> Street to 44<sup>th</sup> Street. The commercial uses would be located in ground-floor space not to exceed 70% of the ground floor and have direct access to the street.

The applicant is also proposing to limit the commercial uses to eating and drinking establishments and sundry shops or markets, but prohibit dance halls, entertainment establishments and outdoor music, including background music. In addition, the proposed ordinance also contains a provision whereby new construction would have to provide all the required parking even when located in historic districts.

It should be noted that a similar provision for commercial uses currently exists in the City Code, whereby stand-alone parking garages in the RM-2, when fronting an RM-3 district may contain first floor accessory commercial uses.

## **ANALYSIS**

The applicant applied for this proposed amendment to the Land Development Code in order to accommodate the request of the Historic Preservation Board to incorporate commercial uses on the ground floor of their proposed project, in order to provide an active pedestrian environment along the building frontage. Planning Department staff worked with the applicant to help craft a proposed ordinance that would be limited in scope to a specified area within Miami Beach. The applicant's proposed ordinance included the entire RM-2 zoning district that is along the west side of Collins Avenue, between 26<sup>th</sup> Street to 44<sup>th</sup> Street. This area is characterized by medium-intensity apartment and hotel development. The adjacent RM-3 district across the street contains high-intensity hotels and apartment buildings, some of which contain accessory commercial uses on the ground floor.

Of concern to staff was the potential for the accessory commercial uses to be disruptive to single-family homes located across the Indian Creek Waterway from the subject area. Therefore, it was suggested to limit these uses to the frontage facing Collins Avenue, away from the Creek and abutting residences. The improved pedestrian environment created along the Collins Avenue corridor would benefit the area, without resulting in negative impacts to surrounding properties. However, at the September 2003 meeting, the Planning Board believed that allowing the commercial uses on the Indian Creek Drive portion of the district would enliven the area and would start creating a better pedestrian experience.

The revised ordinance proposes to limit the affected area in this RM-2 zoning district only from 41<sup>st</sup> Street to 44<sup>th</sup> Street. In addition, the proposed ordinance also limits the commercial uses to eating and drinking establishments, but would prohibit dance halls and all kinds of entertainment establishments; it would also prohibit outdoor music, including background music. Moreover, after discussions with the Planning Department staff, the applicant included a provision in the proposed ordinance that requires all new construction within the affected area to provide all the required parking instead of paying a fee in lieu of providing the parking.

The area that would be affected by this amendment is within a historic district, and as such, Section 130-131 of the Code provides for a fee payment in lieu of providing the parking. Notwithstanding the provisions of the City Code, the Administration believes that when a new building is designed such as what is being proposed in this district, the required parking should be incorporated within. It is a well-known fact that there is a parking shortage in this area and the provision of all the required parking would tremendously improve the deficit. Another reason for this provision is that when allowed, these commercial uses in the RM-2 are accessory to a parking structure and therefore all of the parking is provided.

With regard to the provision of all required parking in this particular RM-2 district within a historic district, it is suggested that a cross-reference to Section 130-131 relative to providing all the required parking rather than paying a fee be included as part of the proposed ordinance. This clarifying amendment would ensure clarity when reading a separate section of the City Code.

### **PLANNING BOARD ACTION**

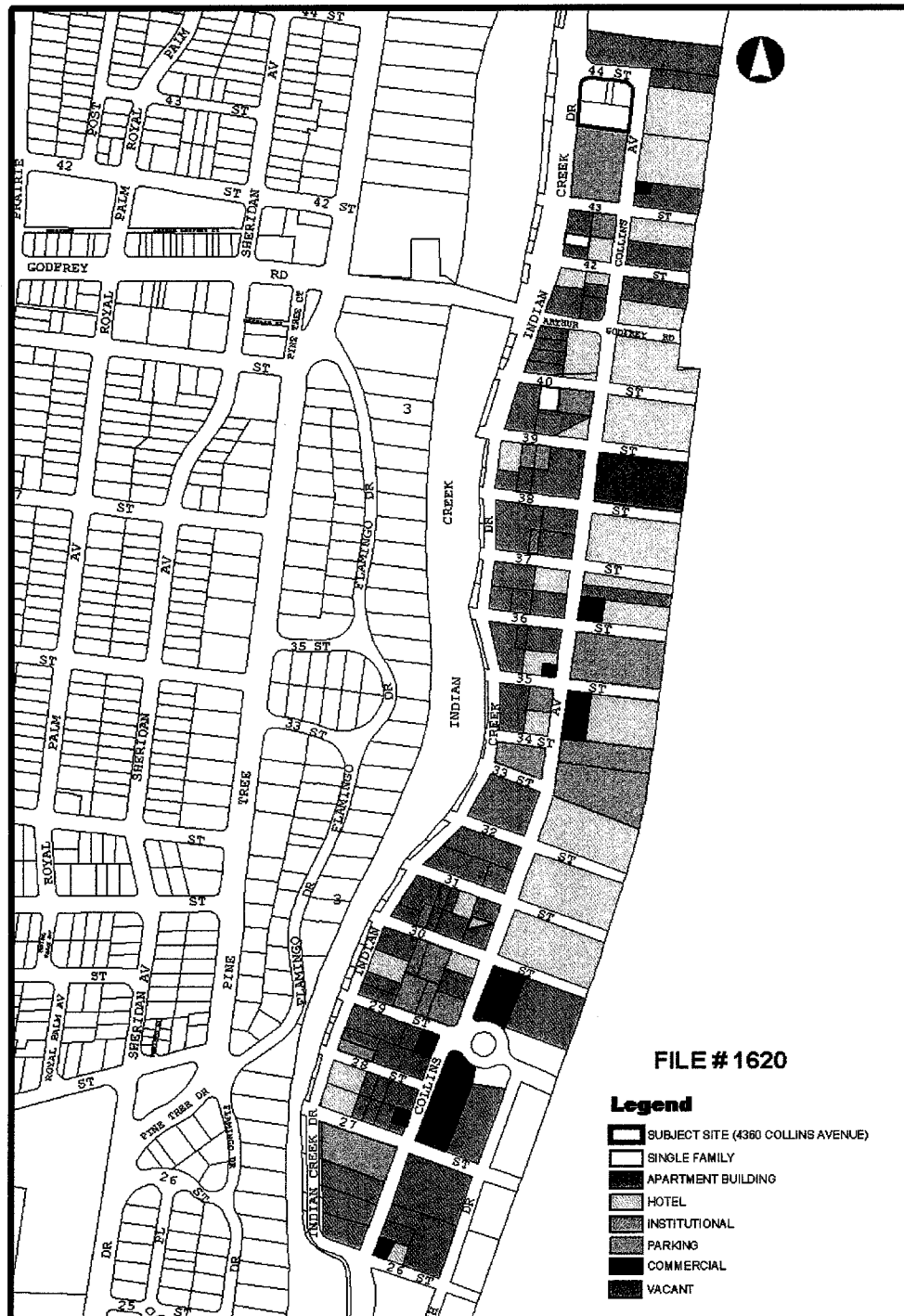
The Planning Board heard this matter at a public hearing on October 28, 2003. The Board voted 5-0 (2 members absent) to recommend to the City Commission approval of this request.

### **CONCLUSION**

The Administration recommends that the City Commission refer this matter to the Land Use and Development Committee and set a first reading public hearing for December 10, 2003.

When the proposed amendment changes the actual list of permitted, conditional or prohibited uses within a zoning category the City Commission shall hold two advertised public hearings on the proposed ordinance. At least one hearing shall be held after 5:00 p.m. The first public hearing shall be held at least seven days after the day that the first advertisement is published. The second public hearing shall be held at least ten days after the first hearing and shall be advertised at least five days prior to the public hearing. Immediately following the public hearing at the second reading, the City Commission may adopt the ordinance by an affirmative vote of five-sevenths of all members of the City Commission.

## LAND USE STUDY OF THE BOUNDARIES OF THE RM-2 DISTRICT FROM 26<sup>TH</sup> TO 44<sup>TH</sup> STREETS.



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, SETTING A PUBLIC HEARING TO CONSIDER AN AMENDMENT TO THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS," ARTICLE IV, "SUPPLEMENTARY DISTRICT REGULATIONS," DIVISION 2, "ACCESSORY USES," SECTION 142-902 "PERMITTED ACCESSORY USES", PERMITTING COMMERCIAL USES IN APARTMENT BUILDINGS IN THE RM-2 DISTRICT BOUNDED BY INDIAN CREEK DRIVE, COLLINS AVENUE, 41<sup>ST</sup> STREET AND 44<sup>TH</sup> STREET.

WHEREAS, the City of Miami Beach Land Development Regulations contain an article for accessory uses; and

WHEREAS, the City desires to activate the greenway along the Indian Creek Waterway with pedestrian uses; and

WHEREAS, the apartment buildings in the RM-2 district are currently not permitted to have restaurant or retail uses on the ground floor, accessible from the streets; and

WHEREAS, the City desires to promote pedestrian activity along Indian Creek, particularly between 41<sup>st</sup> and 44<sup>th</sup> Street; and

WHEREAS, the Planning Board, at its meeting of October 28, 2003, by a vote of 5-0, recommended approval of this proposed amendment to the Land Development Regulations.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA THAT a first reading public hearing is hereby set to be held before the City Commission on December 10, 2003.

PASSED AND ADOPTED this \_\_\_ day of \_\_\_\_\_, 2003.

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

APPROVED AS TO FORM  
& LANGUAGE & FOR EXECUTION

  
\_\_\_\_\_  
City Attorney

11-9-03  
\_\_\_\_\_  
Date



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**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**



**Condensed Title:**

A Resolution authorizing a Mutual Aid Agreement between the City of Miami Beach and Bal Harbour Village that will allow for the sharing of law enforcement resources and the rendering of assistance both during routine and intensive law enforcement situations.

**Issue:**

Shall the City of Miami Beach execute a Mutual Aid Agreement with Bal Harbour Village that will allow for the sharing of law enforcement resources and the rendering of assistance both during routine and intensive law enforcement situations?

**Item Summary/Recommendation:**

The Administration recommends the adoption of this resolution that will allow for the sharing of law enforcement resources and the rendering of assistance both during routine and intensive law enforcement situations. The City of Miami Beach and Bal Harbour Village, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and manmade conditions which are or are likely to be beyond the control, personnel, equipment or facilities of the Miami Beach Police Department or the Bal Harbour Village Police Department believe that it is beneficial for each to participate in a Mutual Aid Agreement as authorized by Chapter 23, Florida Statutes.

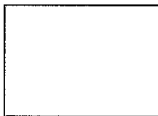
**Advisory Board Recommendation:**

N/A

**Financial Information:**

**Amount to be expended:**

Source of  
Funds:



Finance Dept.

	Amount	Account	Approved
1			
2			
3			
4			
Total			

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager

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AGENDA ITEM C7K  
DATE 11-25-03

# CITY OF MIAMI BEACH

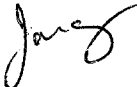
CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.ci.miami-beach.fl.us



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** November 25, 2003

**From:** Jorge M. Gonzalez  
City Manager 

**Subject:** **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A MUTUAL AID AGREEMENT WITH BAL HARBOUR VILLAGE, FLORIDA, FOR THE PURPOSE OF COORDINATING LAW ENFORCEMENT PLANNING, OPERATIONS, AND MUTUAL AID BENEFIT BETWEEN THE CITY OF MIAMI BEACH AND BAL HARBOUR VILLAGE.**

### ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

### ANALYSIS

The City of Miami Beach and Bal Harbour Village, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and manmade conditions which are or are likely to be beyond the control, personnel, equipment or facilities of the Miami Beach Police Department or Bal Harbour Village Police Department believe that it is beneficial for each to participate in a Mutual Aid Agreement as authorized by Chapter 23, Florida Statutes.

The Mutual Aid Agreement will allow for the sharing of law enforcement resources and the rendering of assistance both during routine and intensive law enforcement situations.

This Agreement will take effect when it is signed and will expire in 2009.

### CONCLUSION

It is recommended that the Mayor and City Commission adopt this Resolution and authorize the signing of the Mutual Aid Agreement that will allow for the sharing of law enforcement resources.

JMG/DD/AM/RM/JM/HDC

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RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A MUTUAL AID AGREEMENT WITH BAL HARBOUR VILLAGE, FLORIDA, FOR THE PURPOSE OF COORDINATING LAW ENFORCEMENT PLANNING, OPERATIONS, AND MUTUAL AID BENEFIT BETWEEN THE CITY OF MIAMI BEACH AND BAL HARBOUR VILLAGE.**

**WHEREAS**, it is the responsibility of the respective governments of the City of Miami Beach and Bal Harbour Village, Florida to ensure the public safety of their citizens by providing adequate levels of police service to address any foreseeable routine or emergency situation; and

**WHEREAS**, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of services, personnel, equipment, or facilities of the City of Miami Beach Police Department or the Bal Harbour Village Police Department; and

**WHEREAS**, in order to ensure the preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the City of Miami Beach and Bal Harbour Village; and

**WHEREAS**, the City of Miami Beach and Bal Harbour Village have the authority under Chapter 23, Florida Statutes, AFlorida Mutual Aid Act, to enter into the attached Mutual Aid Agreement.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the Mayor, or his designee, and City Clerk are authorized to execute the attached Mutual Aid Agreement with Bal Harbour Village, Florida, for the purpose of coordinating law enforcement planning, operations, and mutual aid benefits between the City of Miami Beach and Bal Harbour Village.

**PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2003.**

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

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**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

  
\_\_\_\_\_  
City Attorney

11-18-03  
\_\_\_\_\_  
Date

**MUTUAL AID AGREEMENT**  
Between Bal Harbour Village  
and the City of Miami Beach Police Departments

WHEREAS, it is the responsibility of the governments of Bal Harbour Village, Florida and the City of Miami Beach, Florida to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel, equipment of facilities of the participating municipal police departments; and

WHEREAS, in order to ensure that preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the participating Miami-Dade County municipalities; and

WHEREAS, the participating Miami-Dade County municipalities have the authority under Chapter 23, Florida Statutes, Florida Mutual Aid Act, to enter into a mutual aid agreement;

NOW, THEREFORE, BE IT KNOWN that Bal Harbour Village, subdivision of the State of Florida, and the undersigned representatives, in consideration for mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

1.     **Short title:** Mutual Aid Agreement
2.     **Description:** Since this Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and law enforcement intensive situations, this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement, as described in Chapter 23, Florida Statutes.
3.     **Definitions:**

- a) Joint declaration: A document which enumerates the various conditions or situations where aid may be requested or rendered pursuant to this Agreement, as determined by concerned agency heads. Subsequent to execution by the concerned agency heads, the joint declaration shall be filed with the clerks of the respective political subdivisions and shall thereafter become part of this Agreement. Said declaration may be amended or supplemented at any time by the agency heads by filing subsequent declarations with the clerks of the respective political subdivisions.
- b) Agency or participating law enforcement agency: Either the Bal Harbour Village Police Department or the City of Miami Beach Police Department.
- c) Agency head: Either the Chief of the Bal Harbour Village Police Department, or the Chief's designees; and the Chief of Police of the City of Miami Beach Police Department, or the Chief's designees.
- d) Participating municipal police department: The police department of any municipality in Miami-Dade County, Florida, that has approved and executed this Agreement upon the approval of the governing body of the municipality.
- e) Certified law enforcement employee: Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

**4. Operations:**

- a) In the event that a party to this Agreement is in need of assistance as specified in the applicable joint declaration, an authorized representative of the police department requiring assistance shall notify the agency from whom such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and his available resources, and will respond in a manner deemed appropriate.
- b) Each party to this Agreement agrees to furnish necessary manpower, equipment, facilities, and other resources and to render

services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to deplete unreasonably its own manpower, equipment, facilities, and other resources and services in rendering such assistance.

c) The agency heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency.

**5. Powers, Privileges, Immunities, and Costs:**

a) All employees of the participating municipal police department, including certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall, pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are normally employed.

b) The political subdivision having financial responsibility for the law enforcement agency providing services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.

c) The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to this Agreement, during the time of the rendering of such aid, and shall defray the actual travel and maintenance expenses of such employees while they are

rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.

d) All exemption from ordinance and rules, and all pension, insurance, relief, disability, workers' compensation salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency, when performing their respective functions within the territorial limits of their respective agencies, shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extraterritorially under the provisions of the Mutual Aid Agreement. The provisions of this Agreement shall apply with equal effect to paid and auxiliary employees.

**6. Indemnification:**

The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement agrees to hold harmless, defend, and indemnify the requesting law enforcement agency and its political subdivision in any suit, action or claim for damages resulting from any and all acts or conduct of employees of said providing agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable.

**7. Forfeitures:**

It is recognized that during the course of the operation of this Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.

**8. Conflicts:**



Any conflicts between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23 Florida Statutes.


**9. Effective Date and Duration:**

This Agreement shall be in effect from date of signing, through and including January 1, 2009. Under no circumstances may this Agreement be renewed, amended or extended except in writing.


**10. Cancellation:**

This Agreement may be canceled by either party upon sixty- (60) days written notice to the other party. Cancellation will be at the discretion of the chief executive officers of the parties hereto.


AGREED TO AND ACKNOWLEDGED this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

  
\_\_\_\_\_  
Village Manager,  
Bal Harbour Village, Florida

ATTEST:

  
\_\_\_\_\_  
Village Clerk,  
Bal Harbour Village, Florida

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

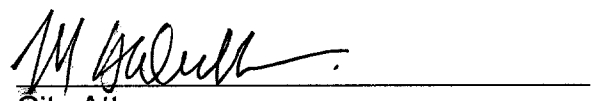
  
\_\_\_\_\_  
Village Attorney,  
Bal Harbour Village, Florida

\_\_\_\_\_  
City Manager,  
City of Miami Beach, Florida

ATTEST:

\_\_\_\_\_  
City Clerk,  
City of Miami Beach, Florida

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
City Attorney,  
City of Miami Beach, Florida

**JOINT DECLARATION OF THE CHIEF OF THE  
BAL HARBOUR VILLAGE POLICE DEPARTMENT  
AND THE CHIEF OF THE CITY OF MIAMI BEACH POLICE DEPARTMENT  
PURSUANT TO MUTUAL AID AGREEMENT**

A police officer of either of the participating law enforcement agencies shall be considered to be operating under the provisions of the mutual aid agreement when:

- participating in law enforcement activities that are pre-planned and approved by each respective agency head, or
- appropriately dispatched in response to a request for assistance from the other law enforcement agency.
- spontaneous response where assistance or aid is apparent (see #9 below)

In compliance with, and under the authority of, the Mutual Aid Agreement, heretofore entered into by Bal Harbour Village and the City of Miami Beach, Florida, it is hereby declared that the following list comprises the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations pursuant to the agreement. Said list may be amended or supplemented from time to time, as needs dictate by subsequent declarations.

1. Joint multi-jurisdictional criminal investigations.
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes and strikes.
3. Any natural disaster.
4. Incidents which require rescue operations, crowd and traffic control measures, including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
5. Terrorist activities including, but not limited to, acts of sabotage.
6. Escapes from or disturbances within detention facilities.
7. Hostage and barricaded subject situations, and aircraft piracy.
8. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-progress calls, pursuits, and missing persons calls.

9. Participating in exigent situations without a formal request which are spontaneous occurrences such as area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners. Traffic stops near municipal boundaries, request for back-up assistance and no local unit is available or nearby, calls or transmissions indicating an officer is injured, calls indicating a crime or incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call.
10. Enemy attack.
11. Transportation of evidence requiring security.
12. Major events; e.g., sporting events, concerts, parades, fairs, festivals, and conventions.
13. Security and escort duties for dignitaries.
14. Emergency situations in which one agency cannot perform its functional objective.
15. Incidents requiring utilization of specialized units; e.g., underwater recovery, aircraft, canine, motorcycle, bomb, crime scene, marine patrol, and police information.
16. Joint training in areas of mutual need.

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
Tom Hunker, Chief  
Bal Harbour Village Police Department

\_\_\_\_\_  
Donald W. De Lucca, Chief  
City of Miami Beach Police Department

ATTEST:

ATTEST:

\_\_\_\_\_  
Village Clerk

\_\_\_\_\_  
City Clerk

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**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**

**Condensed Title:**

Ratification of a contract to Branching Out, Inc., in the amount of \$135,000, for the installation of underground electrical conduits and the installation of structural concrete foundations for the placement of Pole Lights on Lincoln Road.

**Issue:**

Shall the City Commission ratify a contract, in the amount of \$135,000, to Branching Out, Inc., for the installation of underground electrical conduits and the installation of structural concrete foundations for the placement of Pole Lights on Lincoln Road?

**Item Summary/Recommendation:**

In accordance with Resolution No. 2002-24848 adopted by the City Commission on May 8, 2002 the Administration, through its Property Management Director, is providing General Contracting services including bidding, the award of contracts for work, and change orders on the Lincoln Road Lighting and Fountain Enhancement Project. Under the provisions of the Resolution, contracts or purchases exceeding \$25,000 must be brought to the City Commission for Ratification. In accordance with the Resolution, three companies that specialize in underground electrical installations and light pole foundation construction were contacted to provide quotes for the work. Of the three companies contacted, three submitted quotes. Branching Out, Inc., was determined to be the lowest responsive responsible contractor for the project. A contract was developed, form approved by the Legal Department on September 17, 2003 and executed by the Mayor and City Clerk as required.

The Administration recommends that the Mayor and City Commission ratify the contract with Branching Out, Inc., for the installation of underground electrical conduits and the installation of structural concrete foundations for the placement of Pole Lights on Lincoln Road. The City has received some business owner/operator feedback that the lighting level provided by the newly installed pole lights maybe too bright; the City will complete a test block where all designed new lights will be installed followed by an evaluation by all concerned and then proceed with installation of the project lighting as designed or modified as required.

**Advisory Board Recommendation:**

N/A

**Financial Information:****Amount to be expended:**

Source of Funds:	Amount		Account	Approved
	1	\$135,000	# 365.2115.69358	
	2			
	3			
	4			
	Total	\$135,000	# 365.2115.69358	

Finance Dept.

**City Clerk's Office Legislative Tracking:****Sign-Offs:**

Department Director	Assistant City Manager	City Manager

AGENDA ITEM C7C

DATE 11-25-03

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE, MIAMI BEACH, FLORIDA 33139  
<http://ci.miami-beach.fl.us>



## COMMISSION MEMORANDUM

**TO:** Mayor David Dermer and  
Members of the City Commission

**DATE:** November 25, 2003

**FROM:** Jorge M. Gonzalez  
City Manager

**SUBJECT: A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, RATIFYING A CONTRACT IN THE AMOUNT OF \$135,000, TO BRANCHING OUT, INC., FOR THE INSTALLATION OF UNDERGROUND ELECTRICAL CONDUITS AND THE INSTALLATION OF STRUCTURAL CONCRETE FOUNDATIONS FOR THE PLACEMENT OF POLE LIGHTS ON LINCOLN ROAD.**

### ADMINISTRATION RECOMMENDATION

Approve the Resolution.

### ANALYSIS

After lighting surveys were completed to assess need, the architectural programming and design of lighting enhancements on Lincoln Road included the installation of 60 pole mounted "Louis Poulsen" light fixtures along the length (400 – 1100 blocks) of Lincoln Road. The selection of this light fixture was approved by the Historic Preservation Board for use on Lincoln Road to match the lighting fixtures currently in place at the street ends. Because of the required placement locations as determined by the lighting surveys, electrical conduits and structural foundations were required to be installed to facilitate the pole light installations. The use of a directional boring technique was selected as the best method to minimize saw cutting of the existing walkways and to provide for the least disruption of the operation and activities of the merchants and visitors to Lincoln Road.

The Mayor and City Commission, at the May 8, 2002 Commission meeting, adopted Resolution No. 2002-24848, which authorized the Property Management Director to serve as the Certified General Contractor for the Lincoln Road Lighting and Fountain Enhancement Project. The Property Management Director exercised the authority given to him by the City Manager and City Commission, and prepared a specification bid that reflected the needs and applicable code requirements for the installation of underground electrical conduits and the placement of concrete structural foundations to allow for the placement of pole lights on Lincoln Road.

After completing the specifications, three firms that specialize in lighting foundation construction and directional boring to facilitate the installation of electrical conduits were contacted to provide quotes for the required work. Of the three firms that received bid packages, two submitted quotes for the project. After reviewing the quotes, and after checking background references, licensing and insurance requirements, and past work completed by this company on Lincoln Road, the Property Management Director determined that Branching Out, Inc., was the lowest responsive responsible bidder on the project. A contract was prepared with Branching Out, Inc., in the amount of \$135,000, and was reviewed and form approved by the Legal Department on September 17, 2003. The contract was then signed by the contractor and executed by the Mayor and City Clerk as required.

The Administration recommends that the Mayor and Members of the City Commission of The City of Miami Beach ratify the Property Management Director's contract to Branching Out, Inc., in the amount of \$135,000 for the installation of underground electrical conduits and the installation of structural concrete foundations for the placement of pole light fixtures on Lincoln Road. . The City has received some business owner/operator feedback that the lighting level provided by the newly installed pole lights maybe too bright; the City will complete a test block where all designed new lights will be installed followed by an evaluation by all concerned and then proceed with installation of the project lighting as designed or modified as required.

JMG/RCM/FB/BAJ

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CITY OF MIAMI BEACH PROPERTY MANAGEMENT DIVISION  
LINCOLN MALL LIGHTING IMPROVEMENTS PROJECT  
QUOTATION # BL-QT02-003  
TABULATION SHEET

DESCRIPTION	Branching Out	Sanchez Arango Construction	G.T. Mc Donald Ent.	
<b>LIGHTING IMPROVEMENTS PROJECT</b>				
Lump Sum	\$ 135,000.00	\$ 148,950.00	-----	
	Responsive	Responsive	Not responsive	



# Lincoln Road Lighting and Fountain Enhancement Project

## Budget and Project Status Report As of 11-2003

This report serves as a status report on the Lincoln Road Lighting and Fountain Enhancement Project and outlines the funding sources for the project. Information is also provided on the current status and work accomplishments on the project.

### Funding

<u>Date</u>	<u>Source</u>	<u>Amount</u>
3/6/2000	General Obligation Bond	200,000
5/29/2002	Save Americas' Treasures Grant	135,000
5/29/2002	Redevelopment Agency	608,636
<b>Total Funding:</b>		<b>\$ 943,636</b>

### Expenditures

Architectural/Engineering		112,000
South Dade Electric, Inc.	60 Light Poles	86,518
Veazey Group, Inc.	160 Stanchion Tree Lights	45,600
Mercedes Electric Supply, Inc.	Electrical Materials & Supplies	40,000
Branching Out, Inc.	Light Pole Installation	135,000
Legacy Pools, Inc.	Demolition & Replace Fountains	105,000
Veazey Group, Inc.	165 Tree uplights	50,775
Mobile Storage Group	Job site container Rental	1,500
Able Sanitation, Inc.	Portable Restroom Rental	1,000
Property Management Staff Costs		64,123
<b>Total Expenditures:</b>		<b>\$ 641,516</b>
<b>Project Balance:</b>		<b>\$ 302,120</b>

### Project Schedule

Although some significant delays were experienced due to design review revisions, the project is currently under approved building permits and proceeding as planned. Due to the onset of the South Florida tourist season and major public events scheduled in the South Beach and surrounding areas, a shutdown of the project is anticipated to take place in mid November and continue through January 2003. The projected completion date for the project is May 2004.

Property Mgt. Division  
Public Works  
November 2003

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, RATIFYING A CONTRACT IN THE AMOUNT OF \$135,000, WITH BRANCHING OUT, INC., FOR THE INSTALLATION OF UNDERGROUND ELECTRICAL CONDUITS AND THE INSTALLATION OF STRUCTURAL CONCRETE FOUNDATIONS FOR THE PLACEMENT OF POLE LIGHTS ON LINCOLN ROAD.**

**WHEREAS**, during the programming and design of the lighting enhancements for Lincoln Road, the placement of pole lights to enhance lighting levels was required in areas that did not have electrical supply or adequate foundations to support the installations; and

**WHEREAS**, the Mayor and City Commission, at its May 8, 2002 Commission meeting, adopted Resolution No. 2002-24848, which authorized the Property Management Director to serve as the Certified General Contractor for the Lincoln Road Lighting and Fountain Enhancement Project; and

**WHEREAS**, the Property Management Director exercised the authority given to him by the City Manager and City Commission, and prepared a bid package that included required and sealed construction documents for the bid and permit requirements necessary for the installation of underground electrical conduits and the installation of structural concrete foundations required for the placement of the pole lights; and

**WHEREAS**, three contractors that specialized in this work were contacted to provide quotes for the scope of work of which two provided bids for the project; and

**WHEREAS**, the Property Management Director, after reviewing the bids, checking references, licensing, and insurance requirements determined that Branching Out, Inc. provided the lowest responsive responsible bid for the work; and

**WHEREAS**, a contract with Branching Out, Inc. in the amount of \$135,000, was prepared and form approved by the Legal Department, and executed by the Mayor and City Clerk for the installation of underground electrical conduits and the installation of structural concrete foundations required for the placement of the pole lights on Lincoln Road; and

**WHEREAS**, as required by Resolution No. 2001-24677, the Administration herein requests that the Mayor and City Commission ratify the aforesated contract which is deemed necessary to continue the work on the Project.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA,** that the Mayor and City Commission hereby ratify a contract, in the amount of \$135,000, to Branching Out, Inc. for the installation of underground electrical conduits and the installation of structural concrete foundations required for the placement of pole lights on Lincoln Road.



**PASSED and ADOPTED** this \_\_\_\_\_ of \_\_\_\_\_, 2003.

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

\_\_\_\_\_  
**MAYOR**

**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

  
\_\_\_\_\_  
City Attorney  11-13-03  
Date

**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**



**Condensed Title:**

Ratification of a contract to Legacy Pools of South Florida, Inc., in the total amount of \$105,000, for the demolition of the existing fountains and the installation of new fountains and fountain equipment on the 700 and 1000 blocks of Lincoln Road as part of the Lincoln Road Lighting and Fountain Enhancement Project.

**Issue:**

Shall the City Commission ratify a contract, in the amount of \$105,000, to Legacy Pools of South Florida, Inc., for demolition and reconstruction of the 700 and 1000 block fountains on Lincoln Road as part of the Lincoln Road Lighting and Fountain Enhancement Project?

**Item Summary/Recommendation:**

In accordance with Resolution No. 2002-24848 adopted by the City Commission on May 8, 2002 the Administration, through its Property Management Director, is providing General Contracting services including bidding, the award of contracts for work, and change orders on the Lincoln Road Lighting and Fountain Enhancement Project. Under the provisions of the Resolution, contracts or purchases exceeding \$25,000 must be brought to the City Commission for Ratification. In accordance with the Resolution, five Fountain contractors were contacted to provide quotes for the work. Of the five companies contacted, three submitted quotes. Legacy Pools of South Florida, Inc., was determined to be the lowest responsive responsible contractor for the project. A contract was developed, form approved by the Legal Department on September 17, 2003 and executed by the Mayor and City Clerk as required.

The Administration recommends that the Mayor and City Commission ratify the contract with Legacy Pools of South Florida, Inc., for the demolition of the existing fountains and construction of new fountains on the 700 and 1000 blocks of Lincoln Road as part of the Lincoln Road Lighting and Fountain Enhancement Project.

**Advisory Board Recommendation:**

N/A

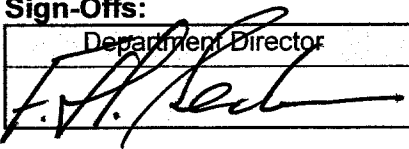
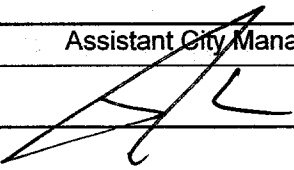
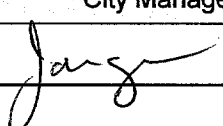
**Financial Information:**

**Amount to be expended:**

Source of Funds:		Amount	Account	Approved
<div style="border: 1px solid black; width: 80px; height: 40px; margin: 0 auto;"></div> Finance Dept.	1	\$105,000	# 365.2115.69358	
	2			
	3			
	4			
	<b>Total</b>	\$105,000	# 365.2115.69358	

**City Clerk's Office Legislative Tracking:**

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager
		

AGENDA ITEM C7M  
DATE 11-25-03

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE, MIAMI BEACH, FLORIDA 33139

<http://ci.miami-beach.fl.us>



## COMMISSION MEMORANDUM

DATE: November 25, 2003

TO: Mayor David Dermer and  
Members of the City Commission

FROM: Jorge M. Gonzalez  
City Manager

SUBJECT: A RESOLUTION OF THE MAYOR AND MEMBERS OF THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, RATIFYING A CONTRACT IN THE AMOUNT OF \$105,000 TO LEGACY POOLS OF SOUTH FLORIDA, INC., FOR THE DEMOLITION OF THE EXISTING FOUNTAINS AND THE INSTALLATION OF NEW FOUNTAINS, PUMPS, FOUNTAIN LIGHTING, AND FOUNTAIN EQUIPMENT ON THE 700 AND 1000 BLOCKS OF LINCOLN ROAD.

### ADMINISTRATION RECOMMENDATION

Ratify the resolution.

### ANALYSIS

The architectural programming and design of fountain enhancements on Lincoln Road included the complete demolition and re-construction of the ornamental fountains on the 700 and 1000 blocks of Lincoln Road. The construction included the complete demolition of the existing fountain and fountain equipment and the installation of new exterior walls of the fountains, pumping equipment that is sufficient to operate the new fountain features, pool lightings, and the associated controls, piping, and electrical conduits required for the construction of both fountains. The fountain designs were approved by the Historic Preservation Board for use on Lincoln Road.

The Mayor and City Commission, at the May 8, 2002 Commission meeting, adopted Resolution No. 2002-24848, which authorized the Property Management Director to serve as the Certified General Contractor for the Lincoln Road Lighting and Fountain Enhancement Project. The Property Management Director exercised the authority given to him by the City Manager and City Commission, and prepared a specification

bid that reflected the needs and applicable code requirements for the installation of the new fountain basins, electrical piping, plumbing piping, pump vault, lighting requirements, fountain features, pump equipment, and other components required for the construction of the new fountains.

After completing the specifications, five firms that specialize in fountain construction were contacted to provide quotes for the fountain construction work. Of the five firms that received bid packages, three submitted quotes for the project. After reviewing the quotes, two of the firms were considered unresponsive due to their proposals not including the full scope of work. One would only supply materials and the other would not perform the demolition required for the project. After checking background references, licensing and insurance requirements, the equipment to be used on the project, and past work completed by this company, the Property Management Director determined that Legacy Pools of South Florida, Inc., was the lowest responsive responsible bidder on the project. A contract was prepared with Legacy Pools of South Florida, Inc., in the amount of \$105,000, and was reviewed and form approved by the Legal Department on September 17, 2003. The contract was then signed by the contractor and executed by the Mayor and City Clerk as required.

The Administration recommends that the Mayor and Members of the City Commission of The City of Miami Beach ratify the Property Management Director's contract to Legacy Pools of South Florida, Inc., in the amount of \$105,000, for the demolition of the existing fountains and the installation of new fountains, pumps, fountain lighting, and fountain equipment on the 700 and 1000 blocks of Lincoln Road.

JMG/RCM/FB/BAJ

*C:\My Files\Lincoln Road Commission Memos\Lincoln Fountains Memo.DOC*

**CITY OF MIAMI BEACH PROPERTY MANAGEMENT DIVISION  
LINCOLN MALL FOUNTAINS RENOVATION PROJECT  
QUOTATION # BJ-QT01-003  
TABULATION SHEET**

DESCRIPTION	Legacy Pools Fountains	Superior Pools, Inc	Hall Fountains, Inc	Olympia Pool	Green Pool
Fountains Renovation Project					
Lump Sum	\$ 105,000.00 Responsive	\$ 106,315.00 Demolition not included Not responsive	\$ 67,750.00 Equipment only No installation Not responsive	No Response	No Response

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND MEMBERS OF THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, RATIFYING A CONTRACT IN THE AMOUNT OF \$105,000 TO LEGACY POOLS OF SOUTH FLORIDA, INC., FOR THE DEMOLITION OF THE EXISTING FOUNTAINS AND THE INSTALLATION OF NEW FOUNTAINS, PUMPS, FOUNTAIN LIGHTING, AND FOUNTAIN EQUIPMENT ON THE 700 AND 1000 BLOCKS OF LINCOLN ROAD.**

**WHEREAS**, during the programming and design of the fountain enhancements for Lincoln Road, the complete demolition and replacement of the existing fountains on the 700 and 1000 blocks of Lincoln Road was required to meet the design criteria and fountain performance features as outlined in the Lincoln Road Lighting and Fountain Enhancement Project plans; and

**WHEREAS**, the Mayor and City Commission, at its May 8, 2002 Commission meeting, adopted Resolution No. 2002-24848, which authorized the Property Management Director to serve as the Certified General Contractor for the Lincoln Road Lighting and Fountain Enhancement Project; and

**WHEREAS**, the Property Management Director exercised the authority given to him by the City Manager and City Commission, and prepared a bid package that included the necessary requirements for the demolition of the existing fountains and the installation of the new fountains, pumps, fountain lighting, and fountain equipment required for the placement of new enhanced fountains on the 700 and 1000 Blocks of Lincoln Road; and

**WHEREAS**, five contractors that specialized in fountain installation work were contacted to provide quotes for the scope of work for the Project of which three provided bids for the Project; and

**WHEREAS**, the Property Management Director, after reviewing the bids, checking references, licensing, and insurance requirements determined that two of the bids were deemed unresponsive due to the contractors not providing bids on the full scope of work and that Legacy Pools of South Florida, Inc. provided the lowest responsive responsible bid for the work; and

**WHEREAS**, a contract with Legacy Pools of South Florida, Inc. in the amount of \$105,000, was prepared and form approved by the Legal Department, and executed by the Mayor and City Clerk for the demolition of the existing fountains and the installation of the new fountains, pumps, fountain lighting, and fountain equipment required for the placement of new enhanced fountains on the 700 and 1000 Blocks of Lincoln Road; and



**WHEREAS**, as required by Resolution No. 2002-24848, the Administration herein requests that the Mayor and City Commission ratify the aforestated contract which is deemed necessary to continue the work on the Project.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the Mayor and City Commission hereby ratify a contract, in the amount of \$105,000, to Legacy Pools of South Florida, Inc. for the for the demolition of the existing fountains and the installation of the new fountains, pumps, fountain lighting, and fountain equipment required for the placement of new enhanced fountains on the 700 and 1000 Blocks of Lincoln Road.

**PASSED and ADOPTED** this \_\_\_\_\_ of \_\_\_\_\_, 2003.

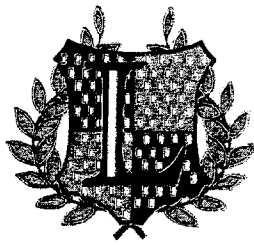
**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

\_\_\_\_\_  
**MAYOR**

**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

*[Signature]* 11-13-03  
City Attorney *20h* Date



LEGACY POOLS  
OF SOUTH FLORIDA, INC.  
Fountain & Commercial Division

TO: City of Miami Beach

Attn: Vivianna

Date: 10/30/02

Re: Lincoln Road Mall 700 & 1000 Block Fountain Renovations

PROPOSAL L-1054

Per your request, I offer you the following revision to the original design and proposal to furnish and install material, and construct structures in complete accordance with the specifications listed in this proposal for the sum of **\$105,000.00.**

Any alteration or changes from specification will be executed only upon written orders and will be a charge, over and above this proposal.

L-1054

INCLUDED:

- ✓ Removal of existing water feature basins and hauling of debris. This does not include removal of existing equipment pit and vault (refer to not included section).
- ✓ Form and build two new water feature basins each approximately 20' in diameter by 22" deep with reinforced concrete.
- ✓ Standard diamond brite for waterproofing of the interior of basins.
- ✓ Standard waterline tile from selection to be given.
- ✓ Pre cast coping in a choice of colors and profiles to be given.
- ✓ Set all fountain equipment listed below in an equipment pit in the planter areas no more than 50' away.
- ✓ Excavate and run intake and discharge lines from the fountains to the equipment pits.
- ✓ Adjustment of all equipment at start up.
- ✓ Will initiate the chemical startup and cleaning.
- ✓ Plans, engineering, and permits.

NOT INCLUDED:

- Removal or replacement of any landscaping, walkway or paving.
- City is responsible for advising Legacy Pools of any existing sewer, electrical, gas, or any and all existing pipes that are in the way of the areas to be excavated. It is not the responsibility of Legacy Pools of South Florida Inc. if any such lines are damaged in these areas.
- Electrical.
- Fresh water hookup and connection of drain lines to waste.
- City must allow adequate access and parking for all construction activities, vehicles and equipment.
- Bonds or any necessary fees required to do work for the City of Miami Beach.

### FOUNTAIN EQUIPMENT FOR 1000 BLOCK:

- 1- LC6 Bronze cascade jet to spray up approximately 8' high.
- 6- LC3 Bronze cascade jet to spray up approximately 4' high.
- 12-LC2 Bronze cascade jet to spray up approximately 2' high.
- 18-Brass risers and valves.
- 1- 10 hp main feature pump.
- 1- Intake and discharge manifold.
- 1- L33 stainless steel main intake screen.
- 1- LSV sidewall air vent.
- 20-LSL3 300 watt 120v bronze UL listed underwater light fixture.
- 2- LSJ UL listed bronze underwater junction boxes.
- 1- LFS filter system to include sand filter, ¾ hp filter pump, skimmer, eyeball and vacuum fittings.
- 1- LCP Fountain control panel to include water level, low water cutoff control and wind control.
- 1- LOD combination over flow and drain.
- 1- LBC3 for center jet stubup.
- 6- LBC15 for peripheral jets stubup
- 12-LBC75 for outer jets stubup
- 3- LBN for conduit stubup

*2 6x6 equipment pit*

## FOUNTAIN EQUIPMENT FOR 700 BLOCK

- 1- LC3 bronze cascade jet to spray up approximately 8'.
- 16-LA2 aerating jets to spray up approximately 4' and into the middle.
- 1- Intake and discharge manifold
- 1- 7.5 hp main feature pump
- 1- L33 stainless steel intake screen
- 1- LSV sidewall air vent.
- 8- LSL3 300 watt 120v UL listed bronze submersible light fixture.
- 1- LSJ bronze UL listed submersible junction box.
- 1- LFS filter system to include sand filter, 3/4 hp filter pump, skimmer, eyeball and vacuum fittings.
- 1- LCP fountain control panel to include water level, low water cutoff control and wind control.
- 1- LOD combination over flow and drain fitting
- 2- LBN for conduit stubups.

## Lincoln Road Lighting and Fountain Enhancement Project

### Budget and Project Status Report As of 11-2003

This report serves as a status report on the Lincoln Road Lighting and Fountain Enhancement Project and outlines the funding sources for the project. Information is also provided on the current status and work accomplishments on the project.

#### Funding

<u>Date</u>	<u>Source</u>	<u>Amount</u>
03/06/2000	General Obligation Bond	200,000
05/29/2002	Save Americas' Treasures Grant	135,000
05/29/2002	Redevelopment Agency	608,636
<b>Total Funding:</b>		<b>\$ 943,636</b>

#### Expenditures

Architectural/Engineering		112,000
South Dade Electric, Inc.	60 Light Poles	86,518
Veazey Group, Inc.	160 Stanchion Tree Lights	45,600
Mercedes Electric Supply, Inc.	Electrical Materials & Supplies	40,000
Branching Out, Inc.	Light Pole Installation	135,000
Legacy Pools, Inc.	Demolition & Replace Fountains	105,000
Veazey Group, Inc.	165 Tree uplights	50,775
Mobile Storage Group	Job site container Rental	1,500
Able Sanitation, Inc.	Portable Restroom Rental	1,000
Property Management Staff Costs		64,123
<b>Total Expenditures:</b>		<b>\$ 641,516</b>
<b>Project Balance:</b>		<b>\$ 302,120</b>

#### Project Schedule

Although some significant delays were experienced due to design review revisions, the project is currently under approved building permits and proceeding as planned. Due to the onset of the South Florida tourist season and major public events scheduled in the South Beach and surrounding areas, a shutdown of the project is anticipated to take place in mid November and continue through January 2004. The projected completion date for the project is May 2004.

Property Mgt. Division  
Public Works  
November 2003

**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**



**Condensed Title:**

Ratification a contract to The Veazey Group, Inc., in the total amount of \$96,375, for the purchase of ground mounted up-lights and pole mounted up-lights with duplex receptacles for the Lincoln Road Lighting and Fountain Enhancement Project.

**Issue:**

Shall the City Commission ratify a contract, in the total amount of \$96,375, to The Veazey Group, Inc., for up-light lighting fixtures for the Lincoln Road Lighting and Fountain Enhancement Project?

**Item Summary/Recommendation:**

In accordance with Resolution No. 2002-24848 adopted by the City Commission on May 8, 2002 the Administration, through its Property Management Director, is providing General Contracting services including bidding, the award of contracts for work, and change orders on the Lincoln Road Lighting and Fountain Enhancement Project. Under the provisions of the Resolution, contracts or purchases exceeding \$25,000 must be brought to the City Commission for Ratification. As per the Resolution, once the designed up-lighting fixtures were approved by both the Planning Department and the Historic Preservation Board, the Property Management Director contacted the approved lighting manufacturer directly to receive pricing to avoid additional costs of stocking, delivery, and profits that would be added if the purchase was made through a lighting supply house. The Veazey Group, Inc., who is the manufacturer of the approved up-light fixtures, agreed to sell the products directly to the City and also agreed to ship the products directly to the Property Management Yard which avoided these additional costs.

The Administration recommends that the Mayor and City Commission ratify a contract with The Veazey Group, Inc., for the purchase of up-light lighting fixtures for the Lincoln Road Lighting and Fountain Enhancement Project.

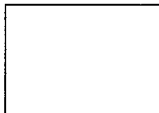
**Advisory Board Recommendation:**

N/A

**Financial Information:**

**Amount to be expended:**

**Source of Funds:**



Finance Dept.

	Amount	Account	Approved
1	\$45,600	# 365.2115.69358	
2	\$50,775	# 365.2115.69358	
3			
4			
<b>Total</b>	<b>\$96,375</b>	<b># 365.2115.69358</b>	

**City Clerk's Office Legislative Tracking:**

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager

AGENDA ITEM

C7N

DATE

11-25-03

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE, MIAMI BEACH, FLORIDA 33139  
<http://ci.miami-beach.fl.us>



## COMMISSION MEMORANDUM

**TO:** Mayor David Dermer and  
Members of the City Commission

**DATE:** November 25, 2003

**FROM:** Jorge M. Gonzalez  
City Manager

**SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, RATIFYING A CONTRACT IN THE TOTAL AMOUNT OF \$96,375, TO THE VEAZEY GROUP, INC., FOR THE PURCHASE OF GROUND MOUNTED UP-LIGHT FIXTURES AND POLE MOUNTED UP-LIGHT FIXTURES WITH DUPLEX RECEPTACLES AS REQUIRED FOR INSTALLATION IN THE LINCOLN ROAD LIGHTING AND FOUNTAIN ENHANCEMENT PROJECT.**

### ADMINISTRATION RECOMMENDATION

Ratify the Resolution.

### ANALYSIS

After lighting surveys were completed to assess need, the architectural programming and design of lighting enhancements on Lincoln Road included the installation of 160 in-ground mounted up-light fixture and an additional 165 pole mounted up-light with duplex receptacles along the length (400 – 1100 blocks) of Lincoln Road. The selections of these light fixtures were approved by the Historic Preservation Board and the City of Miami Beach Planning Department for use on Lincoln Road.

The Mayor and City Commission, at the May 8, 2002 Commission meeting, adopted Resolution No. 2002-24848, which authorized the Property Management Director to serve as the Certified General Contractor for the Lincoln Road Lighting and Fountain Enhancement Project. As per the approved Resolution, the Property Management Director exercised the authority given to him by the City Manager and City Commission, and prepared a contract directly to The Veazey Group, Inc., who is the manufacturer of the custom lighting fixtures approved for use on Lincoln Road. This process bypassed the use of a supply house or broker and eliminated additional mark-up costs, stocking charges, and profits that would have been added to the manufacturer's costs.

The Administration recommends that the Mayor and Members of the City Commission of The City of Miami Beach ratify the Property Management Director's contract to The Veazey Group, Inc., in the total amount of \$96,375, for the purchase of in-ground lighting fixtures and pole mounted up-light fixtures with duplex receptacles as required for installation in the Lincoln Road Lighting and Fountain Enhancement Project.

JMG/RCM/FB/BAJ



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, RATIFYING A CONTRACT IN THE TOTAL AMOUNT OF \$96,375, WITH THE VEAZEY GROUP, INC., FOR THE PURCHASE OF GROUND MOUNTED UP-LIGHT FIXTURES AND THE PURCHASE OF POLE MOUNTED UP-LIGHT FIXTURES WITH DUPLEX RECEPTACLES, AS REQUIRED FOR THE LINCOLN ROAD LIGHTING AND FOUNTAIN ENHANCEMENT PROJECT.**

**WHEREAS**, during the programming and design of the lighting enhancements for Lincoln Road, the placement of 160 ground mounted up-light fixtures and 165 pole mounted up-light fixtures with duplex receptacles was required to enhance lighting levels along the length of Lincoln Road; and

**WHEREAS**, the Mayor and City Commission, at its May 8, 2002 Commission meeting, adopted Resolution No. 2002-24848, which authorized the Property Management Director to serve as the Certified General Contractor for the Lincoln Road Lighting and Fountain Enhancement Project; and

**WHEREAS**, the lighting fixtures, that were approved for the Project by the Historic Preservation Board and the City of Miami Beach Planning Department are manufactured by The Veazey Group, Inc.; and

**WHEREAS**, the Property Management Director exercised the authority given to him by the City Manager and City Commission, and contacted the lighting manufacturer directly to obtain fixture costs and direct shipment costs to avoid additional stocking, mark-ups, shipping costs, and profits that would be added by a lighting distributor for the purchase of the required up-light fixtures; and

**WHEREAS**, the Property Management Director, after reviewing the costs, issued Purchase Orders to The Veazey Group, Inc., for the purchase of 160 ground mounted up-light fixtures and 165 pole mounted up-light fixtures with duplex receptacles that are required for the Lincoln Road Lighting and Fountain Enhancement Project; and

**WHEREAS**, as required by Resolution No. 2002-24848, the Administration herein requests that the Mayor and City Commission ratify the aforestated Contract which are deemed necessary to continue the work on the Project.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the Mayor and City Commission hereby ratify a Contract in the total amount of \$96,375, with The Veazey Group, Inc., for the purchase of ground mounted up-light fixtures and the purchase of pole mounted up-light fixtures with duplex receptacles, as required for the Lincoln Road Lighting and Fountain Enhancement Project.

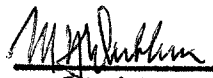

**PASSED** and **ADOPTED** this \_\_\_\_\_ of \_\_\_\_\_, 2003.

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

\_\_\_\_\_  
**MAYOR**

**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

  
\_\_\_\_\_  
**City Attorney**  11-18-03  
Date

# City of Miami Beach

Procurement Division  
1700 Convention Center Drive  
Miami Beach FL 33139



## PURCHASE ORDER / CHANGE ORDER

MAIL INVOICE TO: "SHIP TO" ADDRESS WITH COPY TO:  
CITY OF MIAMI BEACH, ACCOUNTS PAYABLE, 1700  
CONVENTION CENTER DRIVE, MIAMI BEACH, FLORIDA  
33139.

Telephone: (305) 673-7490  
Fax: (305) 673-7851

<b>VENDOR ID#</b>
025172

<b>PO/SO NUMBER</b>	<b>PAGE</b>
SO-000020733	1 OF 1
<b>DATE ORDERED</b>	<b>DATE REQUIRED</b>
07/24/2003	07/24/2003

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THE VEAZEY GROUP, INC.  
513 W. COLONIAL DR.  
ORLANDO, FL 32804

CHECK DESCRIPTION AREA FOR ADDITIONAL OR  
ALTERNATE SHIP TO LOCATIONS:

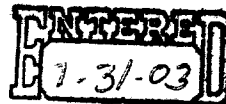
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PROPERTY MANAGEMENT  
1245 MICHIGAN AVENUE  
MIAMI BEACH, FL 33139

<b>ISSUED BY:</b>	<b>PHONE #</b>	<b>TERMS</b>
MARTA FERNANDEZ RUBIO	(305) 673-7490	NET 30 DAYS
<b>REQUESTING DEPARTMENT</b>	<b>SHIP VIA</b>	<b>F.O.B.</b>
PROPERTY MANAGEMENT		

DEPARTMENT CONTACT: BRAD JUDD/BRUCE LAMBERTO - TEL. 305-673-7630-EXT. 2984/7807

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
0		<p>LIGHT FIXTURES- LINCOLN RD LIGHTING ENHANCEMENT PROJ STANDING ORDER REQUEST TO PURCHASE LIGHT FIXTURES FOR THE LINCOLN ROAD LIGHTING ENHANCEMENT PROJECT. ADRA STANCHION LIGHT FIXTURES CUSTOM DESIGNED FOR THE CITY OF MB AND SOLD THROUGH THE VEAZEY GROUP. (25) EA ADRA GRADE MOUNTED UPLIGHT AT \$285 EA; MOD. TMA4-4175-MH WITH TMA-4-FL-120/ 277-TMA-4-RG BRONZE WITH FLOOD REFLECTOR AND TMA-4 WIRE GUARDS. (30) EA ADRA SILVER STANCHION LIGHT WITH WIRE GUARD AT \$355 EACH. MOD. TLM-309-175 MH-120/277-IP-REF-DP-SILVER. (110) EA SILVER STANCHION LIGHT WITH WIRE GUARD AT \$310 EA. MOD. TLM-309-175MH-120/ 277-IP-REF- SILVER. PURCHASE AUTHORITY: RESOLUTION NO. 2002-24875. CONTRACTS OVER \$25,000 TO BE RATIFIED BY THE MAYOR AND CITY COMMISSION. ACCT# 365-2115-69358.</p>		50,775.00



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03 JUL 25 PM 1:43  
CITY OF MIAMI BEACH  
PROPERTY MANAGEMENT DIVISION

7/24/03 Issued by: <u>MF</u>	Reviewed by: <u>[Signature]</u> Procurement Director	<b>TOTAL:</b>	\$ 50,775.00
<p>COMMENTS: THE PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES AND SHIPPING DOCUMENTS. YOU MUST ALSO STATE YOUR PROMPT PAYMENT TERMS ON YOUR INVOICE (I.E. 2% 10. FAILURE TO SUBMIT INVOICES AS STATED HEREIN WILL RESULT IN A DELAY IN THE PAYMENT PROCESS. SEE REVERSE FOR ADDITIONAL TERMS AND CONDITIONS.</p>			

U.S. TREASURY DEPT. TAX EXEMPTION UNDER REG. NO. F59-6000372, STATE OF FLORIDA TAX EXEMPTION CERTIFICATE 23-09-329871-54C

**City of Miami Beach.**

Procurement Division  
1700 Convention Center Drive  
Miami Beach FL 33139

**PURCHASE ORDER / CHANGE ORDER**

MAIL INVOICE TO: "SHIP TO" ADDRESS WITH COPY TO:  
CITY OF MIAMI BEACH, ACCOUNTS PAYABLE, 1700  
CONVENTION CENTER DRIVE, MIAMI BEACH, FLORIDA  
33139.

Telephone: (305) 673-7490  
Fax: (305) 673-7851

<b>VENDOR ID#</b>
025172

PO/SO NUMBER	PAGE
SO-000020431	1 OF 1
DATE ORDERED	DATE REQUIRED
04/23/2003	04/23/2003

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THE VEAZEY GROUP, INC.  
513 W. COLONIAL DR.  
ORALANDO, FL 32804

CHECK DESCRIPTION AREA FOR ADDITIONAL OR  
ALTERNATE SHIP TO LOCATIONS:

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PROPERTY MANAGEMENT  
1245 MICHIGAN AVENUE  
MIAMI BEACH, FL 33139

<b>ISSUED BY:</b>	<b>PHONE #</b>	<b>TERMS</b>
MARTA FERNANDEZ RUBIO	(305) 673-7490	NET 30 DAYS
<b>REQUESTING DEPARTMENT</b>	<b>SHIP VIA</b>	<b>F.O.B.</b>
PROPERTY MANAGEMENT	BEST WAY	DESTINATION

DEPARTMENT CONTACT: BRAD JUDD/BRUCE LAMBERTO - TEL. 305-673-7630 EXT. 2984/2966.

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
160		LIGHT FIXTURES-LINCOLN ROAD LIGHTING ENHANCEMENT ADRA# TMA-4175MH-TMA-4-FL-120/277- TMA-4-RG-BRONZE. AS PER YOUR QUOTE DATED 3/12/03. (160) EA @ \$285, DELIVERED TO JOBSITE. ADRA ELECTRIC PRODUCTS, INC. GRADE MOUNTED UPLIGHT NO. TMA4-4175-MH WITH TMA-4 REFLECTOR W/FLOOD (FL0) AND TMA-4 ROCK GUARDS. 120V/277V RG BRONZE LIGHT FIXTURE. ACCT.#365-2115-069358. PURCHASE AUTHORITY: RESOLUTION NO.: 2002-24875 ADOPTED AS AMENDED.	285.00	45,600.00
<b>Issued by: MF Reviewed by: JE Procurement Director: PL</b>				<b>TOTAL:</b> \$ 45,600.00

RECEIVED  
03 APR 28 AM 6:11  
CITY OF MIAMI BEACH  
PROPERTY MANAGEMENT DIVISION

COMMENTS: THE PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES AND SHIPPING DOCUMENTS. YOU MUST ALSO STATE YOUR  
PROMPT PAYMENT TERMS ON YOUR INVOICE (I.E. 2% 10. FAILURE TO SUBMIT INVOICES AS STATED HEREIN WILL RESULT IN A DELAY IN THE  
PAYMENT PROCESS. SEE REVERSE FOR ADDITIONAL TERMS AND CONDITIONS.

## Lincoln Road Lighting and Fountain Enhancement Project

### Budget and Project Status Report As of 11-2003

This report serves as a status report on the Lincoln Road Lighting and Fountain Enhancement Project and outlines the funding sources for the project. Information is also provided on the current status and work accomplishments on the project.

#### **Funding**

<b><u>Date</u></b>	<b><u>Source</u></b>	<b><u>Amount</u></b>
3/6/2000	General Obligation Bond	200,000
5/29/2002	Save Americas' Treasures Grant	135,000
5/29/2002	Redevelopment Agency	608,636
<b>Total Funding:</b>		<b>\$ 943,636</b>

#### **Expenditures**

Architectural/Engineering		112,000
South Dade Electric, Inc.	60 Light Poles	86,518
Veazey Group, Inc.	160 Stanchion Tree Lights	45,600
Mercedes Electric Supply, Inc.	Electrical Materials & Supplies	40,000
Branching Out, Inc.	Light Pole Installation	135,000
Legacy Pools, Inc.	Demolition & Replace Fountains	105,000
Veazey Group, Inc.	165 Tree uplights	50,775
Mobile Storage Group	Job site container Rental	1,500
Able Sanitation, Inc.	Portable Restroom Rental	1,000
Property Management Staff Costs		64,123
<b>Total Expenditures:</b>		<b>\$ 641,516</b>
<b>Project Balance:</b>		<b>\$ 302,120</b>

#### **Project Schedule**

Although some significant delays were experienced due to design review revisions, the project is currently under approved building permits and proceeding as planned. Due to the onset of the South Florida tourist season and major public events scheduled in the South Beach and surrounding areas, a shutdown of the project is anticipated to take place in mid November and continue through January 2003. The projected completion date for the project is May 2004.

Property Mgt. Division  
Public Works  
November 2003

**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**



**Condensed Title:**

A Resolution approving and authorizing the Mayor and City Clerk to execute a termination and abandonment of the utility easement provision in a portion of the vacated street-end of Cherokee Avenue in favor of Paul and Ceyda Buechele, owners of the property located at 460 West 62nd Street

**Issue:**

Should the City Commission approve and authorize the termination and abandonment of a 20 ft. portion of the 30 ft. wide utility easement at the single family residence?

**Item Summary/Recommendation:**

On February 20, 1985, the City passed and adopted Resolution 85-18015, quit claiming the 60 ft. wide street end known as Cherokee Avenue(platted as Prairie Avenue) on the north end of La Gorce golf course, to the adjacent property owner/s of Lot 1 Block 12 of Beach View Addition (460 W. 62nd Str.) and Lot 1 Block 3 of La Gorce Golf Subdivision (6089 Alton Rd.). The City however retained the full 60 ft.(30 ft. on each side) width of this vacated street end as a utility easement for future utilities.

The present owners of the property located at 460 West 62nd Street, Paul and Ceyda Buechele, are planning to improve their property and have requested the City to vacate a 20 ft. portion of the 30 ft. wide easement. The Administration has reviewed this request and recommends that the Mayor and City Commission authorize the termination and abandonment of a 20 ft. wide portion of the utility easement along the vacated east half of Cherokee Avenue adjacent to Lot 1 Block 12 of Beach View Addition, retaining a 10 ft. utility easement adjacent to the centerline of the aforementioned vacated east half of the street end. The City will thus have a total of 40 ft. wide easement (including the west 30 ft. easement). The administration recommends approval of the Resolution.

**Advisory Board Recommendation:**

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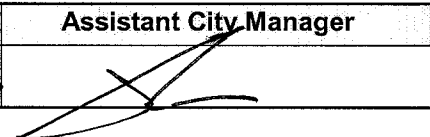
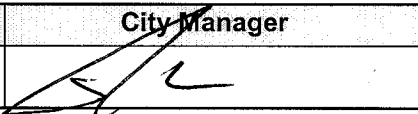
**Financial Information:**

Source of Funds:		Amount	Account	Approved
	1			
Finance Dept.	Total			

**City Clerk's Office Legislative Tracking:**

Robert Halfhill, Public Works Assistant Director

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager
		

F:\WORK\\$\ALL\COMMISSION AGENDA ITEMS\Meeting November 25, 2003\Cherokee Easement-Summary.doc

Agenda Item C70  
Date 11-25-03

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** November 25, 2003

**From:** Jorge M. Gonzalez  
City Manager

**Subject:** **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A TERMINATION AND ABANDONMENT OF THE UTILITY EASEMENT PROVISION IN A PORTION OF THE VACATED STREET-END OF CHEROKEE AVENUE (PLATTED AS PRAIRIE AVENUE), IN FAVOR OF PAUL AND CEYDA BUECHELE, OWNERS OF THE PROPERTY LOCATED AT 460 WEST 62ND STREET.**

### ADMINISTRATION RECOMMENDATION:

Adopt the Resolution.

### BACKGROUND:

When Beach View Addition and La Gorce Golf Subdivisions were platted in 1925, an approximately 125 ft long street end was left between the two subdivisions on the northwest corner of the La Gorce Golf Course.

On February 20, 1985, following the City's passing of Resolution 85-18015, this 60 ft. wide street end was quit-claimed to the adjacent property owner/s of Lot 1 Block 12 of Beach View Addition and Lot 1 Block 3 of La Gorce Golf Subdivision. The City however retained the full 60 ft. (30 ft. on each side) width of this vacated street end as a utility easement for future utilities.

The present owners of the property located at 460 West 62<sup>nd</sup> Street, Paul and Ceyda Buechele, are planning to improve their property. In order to construct additional improvements, they are requesting termination and abandonment of the utility easement restrictions on portions of the east side of the vacated street end.

### ANALYSIS:

The street end vacated in 1985 is 60 feet wide. The east 30 ft. was quit claimed to the property owner/s of Lot 1 Block 12 of Beach View Addition and the west 30 ft. was quit

claimed to the property owner/s of Lot 1 Block 3 of La Gorce Golf Subdivision. The City retained the full width of the vacated street end as a utility easement.

The only utility installed in this vacated street end is a City sewer line located in the other half of the street end. As required by our easement vacation /abandonment procedures, all utility companies in the City have provided letters of no objection or non occupation of said easement. The Public Works Department has reviewed this request, and will maintain a 10 foot wide easement adjacent to the center line of the vacated street end for future utility needs. This will provide adequate easement in addition to existing or future retained easement on the west side for the potential installation of additional water main and/or sewer line. The owners, Paul and Ceyda Buechele are not authorized to construct any permanent structure within the 10 feet easement, if fenced access must be provided to the City of Miami Beach.

The owners, Paul and Ceyda Buechele, have complied and submitted a \$5,000 application fee and all the required documents for the vacation/abandonment of easements and public right-of-ways.

The termination and abandonment of a portion of this easement will allow for additional improvement of this property, thus increasing its property value and tax base benefits to the City.

#### **CONCLUSION:**

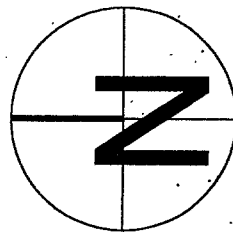
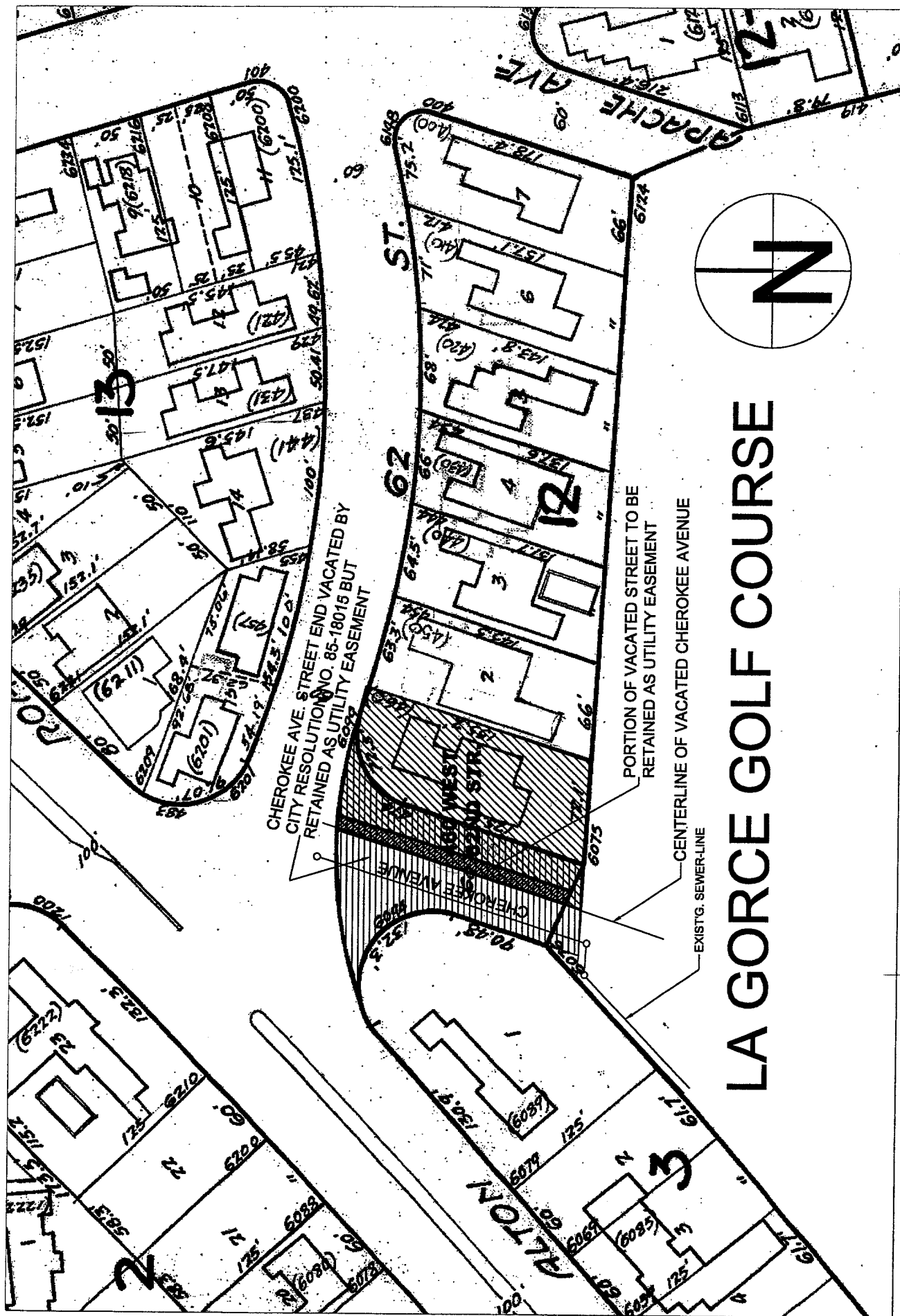
The Administration recommends that the Mayor and City Commission authorize the Mayor and City Clerk to execute the termination and abandonment of a portion of the utility easement along the vacated east half of Cherokee Avenue adjacent to Lot 1 Block 12 of Beach View Addition, retaining a 10 ft. utility easement adjacent to the centerline of the aforementioned vacated east half of Cherokee Avenue as shown in the attached Exhibit "A".

Attachment

JMG/RCM/FHB/RH/AV/VGK

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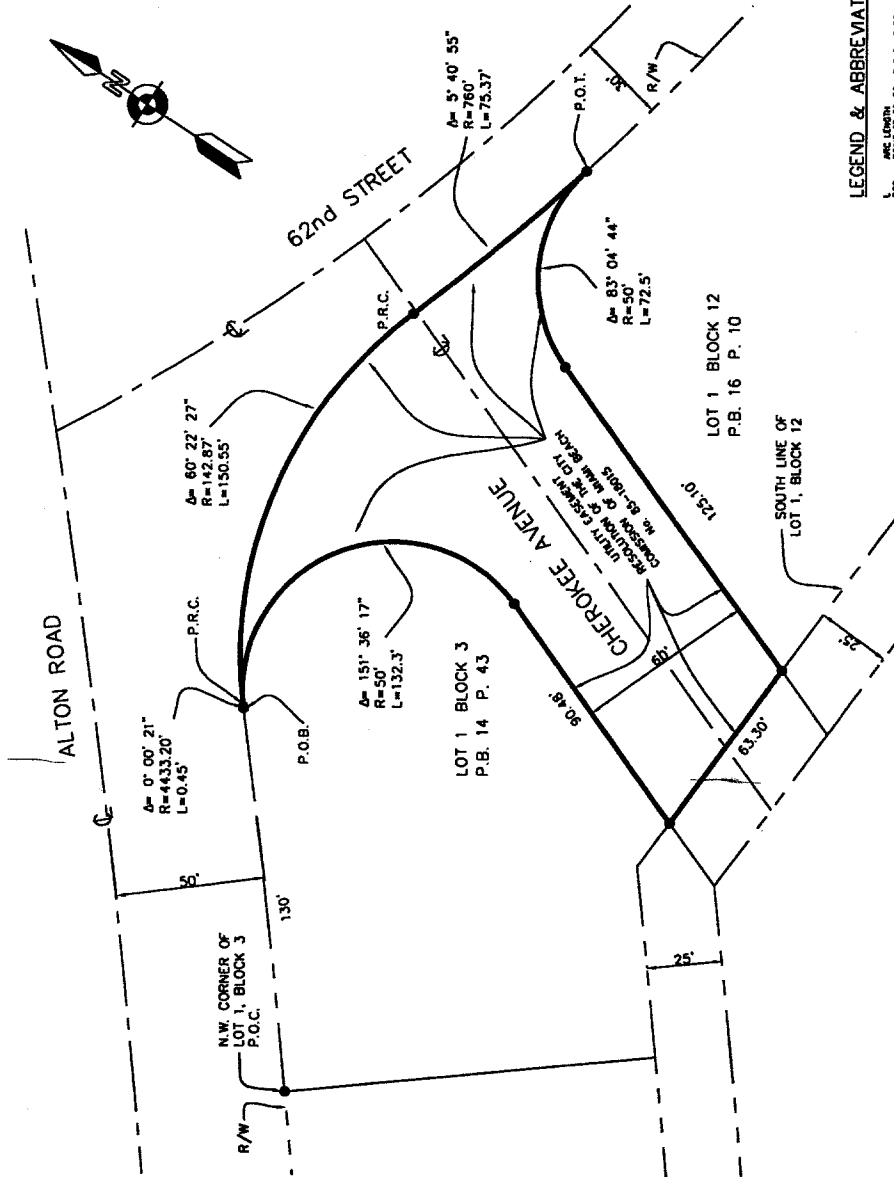
# LA GORCE GOLF COURSE

EXHIBIT "A"

# LEGAL DESCRIPTION

Portion of Prairie Avenue (now Cherokee Avenue), bounded on the west by the easterly line of Lot 1, Block 3, LAGORCE-GOLF SUBDIVISION, recorded in Plat Book 14, at Page 43, Public Records of Miami-Dade County, Florida; bounded on the east by the westerly line of Lot 1, Block 12, BEACH VIEW ADDITION, recorded in Plat Book 16, at Page 10, Public Records of Miami-Dade County, Florida; bounded on the south by the westerly extension of the south line of said Lot 1, Block 12, and bounded on the north by the line described as follows:

Commence at the northwest corner of the above mentioned Lot 1, Block 3, LAGORCE-GOLF SUBDIVISION; thence run northeasterly, along the northerly line of said Lot 1 for a distance of 130.00 feet to the POINT OF BEGINNING; thence continue northeasterly, along the extension of the last described course, along the arc of a curve concave to the northwest, having a central angle of  $0^{\circ} 00' 21''$  and a radius of 4433.20 feet for a distance of 0.45 feet to a point of reverse curve; thence along the arc of a curve concave to the southeast, having a central angle of  $60^{\circ} 22' 27''$ , and a radius of 142.87 feet for a distance of 150.55 feet to a point of reverse curve; thence along the arc of a curve concave to the northeast, having a central angle of  $5^{\circ} 40' 55''$  and a radius of 760 feet for a distance of 75.37 feet to a point on the south right of way of 62nd Street. Said point being the POINT OF TERMINUS.



## LEGEND & ABBREVIATIONS:

- P.O.B. Point of Beginning
- P.R.C. Point of Reverse Curve
- P.O.T. Point of Terminus
- P.O.F. Point of Fictitious
- P.T. Point of Terminus
- P.W. Point of Way
- A. Central Angle

I HEREBY CERTIFY: that this SKETCH TO ACCOMPANY A LEGAL DESCRIPTION is correct and meets the Minimum Technical Standards for Land Surveying in the State of Florida as set forth in Chapter 472.027 (F.S.) and Chapter 61G17-6 of the Florida Administrative Code. Not valid without the signature and raised seal of a Florida Licensed Surveyor and Mapper.

J. A. VARGAS  
CITY SURVEYOR  
P.S.M. No. 2916  
STATE OF FLORIDA  
DATE 09/15/2003

## SKETCH TO ACCOMPANY A LEGAL DESCRIPTION

SCALE: 1" = 20' 30' 40'

## EXHIBIT "B"

<b>CITY OF MIAMI BEACH, FLORIDA</b> PUBLIC WORKS DEPARTMENT 1100 CONVENT ROAD, SUITE 200, MIAMI BEACH, FL 33139		TITLE: PORTION OF CHEROKEE AVENUE	
CITY MANAGER:	JAMES GONZALEZ	DESIGNER:	JAY
DIRECTOR:	FRED H. ECKHART	DRAWN BY:	J.P.
CITY ENGINEER:	ANDREW SOAR	CHECKER:	J.A.
		SCALE:	AS SHOWN
		DATE:	09/15/03
		APPROVED:	J.A. VARGAS
		DRAWN:	J.P.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT, AS REVIEWED BY THE ADMINISTRATION AND CITY ATTORNEY'S OFFICE, EVIDENCING A TERMINATION AND ABANDONMENT OF THE UTILITY EASEMENT PROVISION IN A PORTION OF THE VACATED STREET-END OF CHEROKEE AVENUE (PLATTED AS PRAIRIE AVENUE), IN FAVOR OF PAUL AND CEYDA BUECHELE, AS OWNERS OF THE PROPERTY LOCATED AT 460 WEST 62ND STREET.**

**WHEREAS**, in 1925, an approximately 60 ft. wide by 125 ft. long street end, known as Cherokee Avenue, was delineated between Lot 1 Block 3 of Beach View Addition and Lot 1 Block 12 of La Gorce Golf Subdivisions; and

**WHEREAS**, on February 20, 1985, the City passed and adopted Resolution No. 85-18015, abandoning and vacating the above referenced street end, as shown in attached Exhibit "B", and quit-claiming it to the adjacent property owners of Lot 1 Block 12 of Beach View Addition and Lot 1 Block 3 of La Gorce Golf Subdivision (the Vacated Property); and

**WHEREAS**, the City of Miami Beach reserved the right for a utility easement within the Vacated Property for maintenance of existing or installation of future sanitary and storm sewers and for water mains ; and

**WHEREAS**, Paul and Ceyda Buechele, as owners of the property located at 460 West 62nd Street, legally described as Lot 1 Block 12 of Beach View Addition as recorded in Plat Book 16, Page 10 of the Public Records of Miami-Dade County, Florida, are planning to improve the Vacated Property and have requested that the City terminate and abandon a portion of the utility easement running under the Vacated Property; and

**WHEREAS**, the Administration has reviewed this request and finds it in the best interest of the City; and

**WHEREAS**, the City shall still retain a 10 ft. wide utility easement on the east side of the centerline of the Vacated Property.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the Mayor and City Commission herein authorize the Mayor and City Clerk to execute an Agreement, as reviewed by the Administration and the City Attorney's office, evidencing a termination and abandonment of a portion of the utility easement along the vacated east half of Cherokee Avenue adjacent to Lot 1 Block 12 of Beach View Addition, retaining a 10 ft. easement adjacent to the centerline of the aforementioned vacated east half of the Vacated Property.

**PASSED** and **ADOPTED** this \_\_\_\_\_ day of November, 2003.

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

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\_\_\_\_\_  
**MAYOR**

**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

\_\_\_\_\_  
City Attorney

11-12-03  
Date

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**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**



**Condensed Title:**

A Resolution calling a public hearing on the first commission meeting in January 14<sup>th</sup>, 2004, to consider public comments, as required by Ordinance no. 92-2783, regarding the vacation of a portion of the west 29<sup>th</sup> Street street-end, west of Prairie Avenue, in favor of Massimo and Jiska Barraca, owners of the adjacent property located at 2900 Prairie Avenue.

**Issue:**

Shall a public hearing be scheduled on the first commission meeting in January 2004 to consider the vacation of a portion of the west 29<sup>th</sup> Street street-end, west of Prairie Avenue?

**Item Summary/Recommendation:**

City streets and right-of-ways have been vacated previously by criteria established by the City in 1989 with additional requirements established later in City Code Chapter 82, Article II, Section 82-37. When the First Addition to Mid-Golf Subdivision was platted in 1922, street extensions of West 29<sup>th</sup> and 31<sup>st</sup> Streets to the west of Prairie Avenue were dedicated as streets. The land to the west of this Subdivision was never subdivided and the City acquired and developed it into the Bay Shore Golf Course. Massimo and Jiska Barraca own the single family residence on the north side and adjacent to the West 29th Street Street-end leading to the golf course. They are requesting the City vacate of the north half of this 70 ft. wide right-of-way, and have complied with the application requirements by submitting the application fee and providing a list of property owners within a radius of 375 feet from their residence at 2900 Prairie Avenue, who will be notified of the scheduled public hearing. The City will retain a utility easement over the existing storm water line and access to the easement.

Administration recommends approval of the Resolution.

**Advisory Board Recommendation:**

N/A

**Financial Information:**

<b>Source of Funds:</b>  <div style="border: 1px solid black; width: 80px; height: 40px; margin: 5px 0;"></div> Finance Dept.		Amount	Account	Approved
	1			
	2			
	3			
	4			
	<b>Total</b>			

**City Clerk's Office Legislative Tracking:**

Gary Kokorian

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager

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AGENDA ITEM C7P  
DATE 11-25-03

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.ci.miami-beach.fl.us



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** November 25, 2003

**From:** Jorge M. Gonzalez  
City Manager

**Subject:** **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, CALLING A PUBLIC HEARING ON THE FIRST COMMISSION MEETING IN JANUARY 14<sup>th</sup>, 2004, TO CONSIDER PUBLIC COMMENT, AS REQUIRED BY ORDINANCE NO. 92-2783, REGARDING THE VACATION OF A PORTION OF WEST 29TH STREET STREET-END, WEST OF PRAIRIE AVENUE, IN FAVOR OF MASSIMO AND JISKA BARRACA, OWNERS OF THE ADJACENT PROPERTY LOCATED AT 2900 PRAIRIE AVENUE.**

### **ADMINISTRATION RECOMMENDATION:**

Adopt the Resolution.

### **BACKGROUND:**

When the First Addition to Mid-Golf Subdivision was platted in 1922, street extensions of West 29<sup>th</sup> and 31<sup>st</sup> Streets to the west of Prairie Avenue were dedicated as streets. The land to the west of this Subdivision was never sub-divided and the City acquired and developed it into the Bay Shore Golf Course.

Massimo and Jiska Barraca own the single family residence on the north side and adjacent to the West 29<sup>th</sup> Street street-end. They are requesting the City vacate of the north half of this 70 ft. wide right-of-way which terminates at the Miami Beach Golf Course (formerly known as Bay Shore Golf Course - see attached Exhibit "A"). They have submitted all the requirements as set forth in the July 26, 1989 Land Use Committee guidelines and City Code Chapter 82, Article II, Section 82-37.

### **ANALYSIS:**

To comply with Ordinance No. 92-2783 codified into City Code Chapter 82, Article II, Section 82-37, the City, prior to sale or vacation of city property, shall schedule a public hearing during a City Commission meeting to consider the request for vacation of the right-of-way.

The City Commission is required to schedule a public hearing advertised not less than fifteen days, with notices to the property owners within 375 feet of the site, in order to obtain citizen input into the proposed vacation.

**CONCLUSION:**

Recommend the City Commission to set a time on the first commission meeting in January 14<sup>th</sup>, 2004 for a public hearing during that Commission meeting, to consider this vacation of the right-of-way.

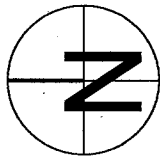
JMG/RCM/FHB/RH/AV/VGK

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COURSE

GOLF

SHORE



# MIAMI BEACH GOLF COURSE

AREA OF STREET END BEING  
CONSIDERED FOR VACATION

EXIST'G 12" STORM LINE

EXIST'G 8" WATER MAIN

1800 PRAIRIE AVENUE

CENTERLINE OF 28TH STR. STREET END

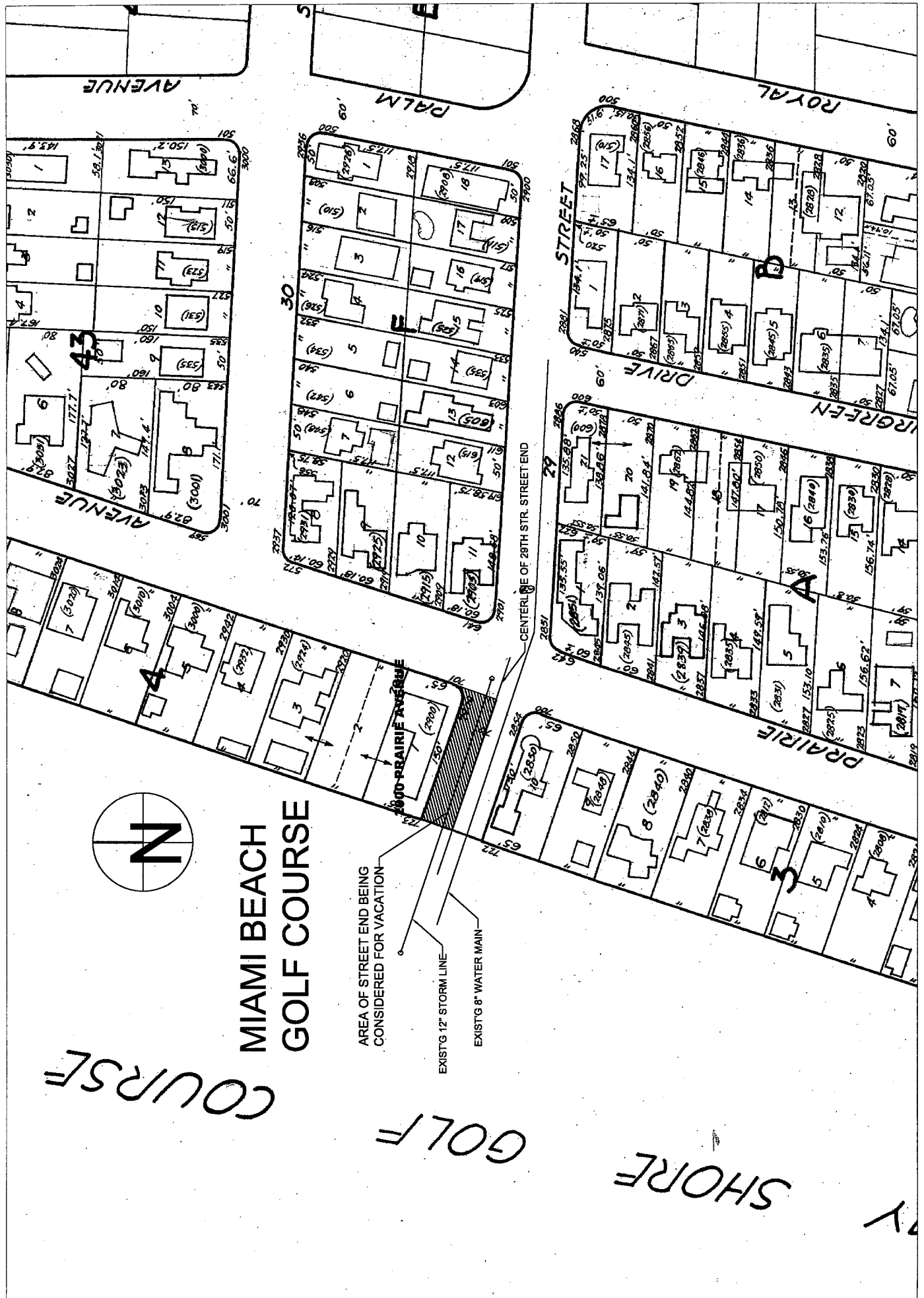


EXHIBIT "A"



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, CALLING A PUBLIC HEARING FOR JANUARY 14<sup>th</sup>, 2004, TO CONSIDER PUBLIC COMMENT, AS REQUIRED BY ORDINANCE NO. 92-2783, REGARDING THE VACATION OF A PORTION OF THE WEST 29TH STREET STREET-END, WEST OF PRAIRIE AVENUE, IN FAVOR OF MASSIMO AND JISKA BARRACA, AS OWNERS OF THE ADJACENT PROPERTY, LOCATED AT 2900 PRAIRIE AVENUE.**

**WHEREAS**, when the First Addition to Mid-Golf Subdivision was platted in 1922, street extensions of West 29th and 31st Streets, to the west of Prairie Avenue, were dedicated as streets for public use; and

**WHEREAS**, the land to the west of the First Addition to Mid-Golf Subdivision was developed into the Miami Beach Golf Club (formerly known as Bay Shore Golf Course); and

**WHEREAS**, Massimo and Jiska Barraca own the single family residence on the north side and adjacent to the West 29th Street street end, which terminates at the Miami Beach Golf Club; and

**WHEREAS**, Massimo and Jiska Barraca have requested that the City vacate the northern half of this 70 ft. wide right-of-way, and submitted all the application requirements for such vacation; and

**WHEREAS**, pursuant to Miami Beach City Code, Section 82-37 (Ordinance No. 92-2783), the Mayor and City Commission are required to hold a public hearing to consider the aforestated request for vacation.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that a public hearing to consider the vacation of the north half of the West 29<sup>th</sup> Street street end, west of Prairie Avenue, is hereby called to be held before the Mayor and City Commission in their Chambers on the Third Floor of City Hall, 1700 Convention Center Drive, Miami Beach, Florida on January 14, 2004, beginning at \_\_\_\_\_ .m. and the City Clerk is hereby authorized and directed to publish appropriate Public Notice of said Public Hearing at which time and place all interested parties will be heard.

**PASSED and ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2003

**ATTEST:**

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

  
\_\_\_\_\_  
City Attorney

11-18-03  
\_\_\_\_\_  
Date

**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**



**Condensed Title:**

Resolution authorizing the execution of a Supplemental Joint Participation Agreement (JPA) No. 2 with FDOT, awarding \$150,000 in State funds to the Washington Route service; and appropriating/reserving the funds for FY 2004-05 Electrowave operations, subject to budget approval in September 2004.

**Issue:**

Shall the City execute a Supplemental JPA # 2 with FDOT for Electrowave operations?

**Item Summary/Recommendation:**

FDOT has been a major funding partner for the Electrowave Project since its inception in 1996, and once again has identified \$150,000 in Service Development Program funds to help with the proposed shuttle operating budget. The equal value local match (\$150,000) required from the City is already amply provided by over \$1 million in annual contribution, utilizing Parking Enterprise Retained Earnings. FDOT funds only three (3) years of any given route service. It is important to note that the JPA funds and its Supplements #1 and #2 will expire June 30, 2005, when FDOT contributions to the shuttle service will end altogether. This JPA history follows:

JPA in the amount of ..... \$139,993 (funds expended in FY 2001-02)

- Supplemental JPA #1 at 350,000 (funds being expended in FYs 2003 and 2004); and
  - Supplemental JPA #2 at 150,000 (proposed for FY 2005, pending budget approval 9/2004)
- For a 3-year total of: \$639,993. (Funds expire June 30, 2005)

Subsequently, the only **outside** source of recurring funds for the City's shuttle service will be a portion of the Miami Beach share of the County Transit Surtax proceeds, at \$450,000 to \$500,000 a year. The Administration recommends approval of the Resolution.

**Advisory Board Recommendation:**

N/A


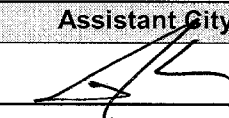
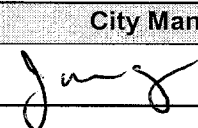
**Financial Information:**

Source of Funds:		Amount	Account	Approved
<div style="border: 1px solid black; width: 80px; height: 50px; margin: 0 auto;"></div> Finance Dept.	1	\$150,000 (FDOT)	In reserve for FY 04-05 EW operations, pending EW budget approval in 9/04	
	2			
	3			
	4			
	<b>Total</b>	\$150,000		

**City Clerk's Office Legislative Tracking:**

Amelia Johnson

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager
		

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AGENDA ITEM C7Q

DATE 11-25-03

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.ci.miami-beach.fl.us



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** November 25, 2003

**From:** Jorge M. Gonzalez  
City Manager

**Subject:** **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT (JPA) NUMBER TWO WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), AWARDING \$150,000 IN FISCAL YEAR 2003-04 SERVICE DEVELOPMENT PROGRAM FUNDS TO AN ENHANCED PORTION OF THE WASHINGTON ROUTE OF THE ELECTROWAVE SHUTTLE SERVICE; AND FURTHER APPROPRIATING AND RESERVING THE FUNDS FOR FISCAL YEAR 2004-05 ELECTROWAVE OPERATIONS, PENDING BUDGET APPROVAL.**

### ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

### ANALYSIS

The Florida Department of Transportation (FDOT) has been the City's major funding partner for the Electrowave (EW) Shuttle Service since its inception in 1996. FDOT funds are made available to the City via Joint Participation Agreements (JPA). The last three-year allocations made under the same JPA number have been as follows:

Original JPA at .....	\$139,993 (expended in FY 2002)
JPA Supplement No. 1 at .....	\$350,000 (being expended in FYs 2003 and 2004)
Proposed JPA Supplement No. 2 at .....	\$150,000 (to be expended through 06/30/03).

The proposed Supplemental JPA No. 2, above-mentioned, is hereby submitted for Commission consideration, appropriation and reservation for 2004-05 EW operating purposes, pending budget approval in September 2004. This JPA addition would further strengthen and improve operations of the Washington Avenue route service. The FDOT funds carry a 50/50 matching split with the City, which normally provides over one half of the annual Electrowave operating budget funds.

All FDOT contributions to the City's shuttle service will end in June 2005. Subsequently, the only outside source of recurring funds for the Electrowave will be a portion of the Miami Beach share of the County transit surtax proceeds, at approximately \$500,000 a year. The Administration recommends approval of the Resolution.

JMG/RM/FB/AJ

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RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT (JPA) NUMBER TWO WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), AWARDED \$150,000 IN FISCAL YEAR 2003-04 SERVICE DEVELOPMENT PROGRAM FUNDS TO THE ENHANCED PORTION OF THE WASHINGTON ROUTE OF THE ELECTROWAVE SHUTTLE SERVICE; AND FURTHER APPROPRIATING AND RESERVING THE FUNDS FOR FISCAL YEAR 2004-05 ELECTROWAVE OPERATIONS, PENDING BUDGET APPROVAL.**

**WHEREAS**, the Florida Department of Transportation (FDOT) is willing to allocate an additional \$150,000 in Service Development Program funds for the purposes of an enhanced portion of the Washington Route of the Electrowave Shuttle Service; and

**WHEREAS**, such enhanced Washington Route Service would be able to absorb these additional FDOT funds only in FY 2004-05; and

**WHEREAS**, the required equal local match to the FDOT funds is normally provided by over \$1 million in local funds for the annual Electrowave operating budgets; and

**WHEREAS**, the FDOT funds will become available to the City after a Supplemental Joint Participation Agreement (JPA) Number Two is approved and executed by both parties; and

**WHEREAS**, all FDOT funds provided under this JPA will expire June 30, 2005.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the Mayor and City Commission hereby approve and authorize the Mayor and City Clerk to execute a Supplemental Joint Participation Agreement (JPA) Number Two with the Florida Department of Transportation (FDOT), which awards \$150,000 in Fiscal Year 2003-04 Service Development Program funds for an enhanced portion of the Washington Route of the Electrowave Shuttle Service; and further appropriate and reserve the FDOT funds for Fiscal Year 2004-05 Electrowave operations, pending budget approval in September 2004.

**PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2003.**


**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

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\_\_\_\_\_  
**MAYOR**

**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

  
\_\_\_\_\_  
City Attorney

11-6-03  
\_\_\_\_\_  
Date



## Florida Department of Transportation

JEB BUSH  
GOVERNOR

*Public Transportation Office- District Six*

*602 South Miami Avenue*

*Miami, Florida 33130*

*Tel. (305) 377-5906 (SC) 452-5906*

*Fax (305) 377-5967 (SC) 452-5967*

RECEIVED  
CITY OF MIAMI BEACH  
03 OCT 29 PM 2:54  
PUBLIC WORKS DEPARTMENT

JOSE ABREU  
SECRETARY

October 23, 2003

Mr. Fred Beckmann, P.E., Director  
City of Miami Beach – Public Works  
1700 Convention Center Drive  
Miami Beach, FL 33139

Re: Item No. 41229718401  
City of Miami Beach – Contract AL 340

Dear Mr. Beckmann:

Attached are four (4) copies of the above referenced document. Please return all four (4) copies after execution by your Agency for further processing, along with two (2) copies of the resolution authorizing the applicant to execute the agreement. The fourth copy of the agreement will be returned when fully executed by the Department.

The agreement and resolutions must be original signature documents or properly executed copies. Please contact me if you have any questions.

Sincerely,

Rene R. Rodriguez, P.E.  
Public Transportation Manager

Encl.

cyc

j:\rrr\cityofmbjpalet

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT**  
**Number TWO**

725-030-07  
PUBLIC TRANSPORTATION  
07/02  
Page 1 of 5

Financial Project No.: <u>41229718401</u> <small>(Item-segment-phase-sequence)</small>	Fund: <u>DS</u> Function: <u>632</u> Federal No.: <u>N/A</u>	FLAIR Approp.: <u>088774</u> FLAIR Obj.: <u>750012</u> Org. Code: <u>55062020629</u> Vendor No.: <u>F596000372005</u>
Contract No.: <u>AL340</u>		
Catalog of Federal Domestic Assistance Number: <u>N/A</u> Catalog of State Financial Assistance Number: <u>55012</u>		

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and CITY OF MIAMI BEACH  
1700 CONVENTION CENTER DRIVE, MIAMI BEACH, FL 33139  
hereinafter referred to as Agency.

WITNESSETH:

WHEREAS, the Department and the Agency heretofore on the 28th day of March, 2002, entered into a Joint Participation Agreement; and

WHEREAS, the Agency desires to accomplish certain project items as outlined in the Attachment "A" appended hereto; and

WHEREAS, the Department desires to participate in all eligible items for this project as outlined in Attachment "A" for a total Department Share of \$639,993.00.

NOW, THEREFORE THIS INDENTURE WITNESSETH: that for and in consideration of the mutual benefits to flow from each to the other, the parties hereto agree that the above described Joint Participation Agreement is to be amended and supplemented as follows:

**1.00 Project Description:** The project description is amended

to provide additional operating assistance to the City of Miami Beach for enhanced base route ElectroWave shuttle bus service along Washington Blvd. from South Point Drive to 17th Street. Eligible project expenses include service provision and marketing (not to exceed 10% of grant project amount.) All other terms and conditions remain unchanged. State Participation Rate=50%.

**2.00 Project Cost:**

Paragraph 3.00 of said Agreement is increased by \$ 300,000.00  
bringing the revised total cost of the project to \$ 1,279,986.00.

Paragraph 4.00 of said Agreement is increased by \$ 150,000.00  
bringing the Department's revised total cost of the project to \$ 639,993.00.

**3.00 Amended Exhibits:**

Exhibit(s) B of said Agreement is amended by Attachment "A".

**4.00 Contract Time:**

Paragraph 18.00 of said Agreement Not Applicable.

Financial Project No. 41229718401

Contract No. AL340

Agreement Date \_\_\_\_\_

Except as hereby modified, amended or changed, all other terms of said Agreement dated March 28th, 2002  
and any subsequent supplements shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first  
above written.

AGENCY

FDOT

CITY OF MIAMI BEACH

AGENCY NAME

See attached Encumbrance Form for date of  
Funding Approval by Comptroller

\_\_\_\_\_  
SIGNATORY (PRINTED OR TYPED)

\_\_\_\_\_  
LEGAL REVIEW  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
TITLE

D6-Director, Planning and Public Transportation

TITLE

APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

 4-6-03  
City Attorney Date



Financial Project No. 41229718401  
Contract No. AL340  
Agreement Date \_\_\_\_\_

ATTACHMENT "A"  
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

This Attachment forms an integral part of that certain Supplemental Joint Participation Agreement between the State of Florida, Department of Transportation and CITY OF MIAMI BEACH  
1700 CONVENTION CENTER DRIVE, MIAMI BEACH, FL 33139  
dated \_\_\_\_\_.

DESCRIPTION OF SUPPLEMENT (Include justification for cost change):

Additional state funding to continue enhanced bus service along Washington Avenue.

I. Project Cost:	As Approved	As Amended	Net Change
	\$979,986.00	\$1,279,986.00	\$300,000.00
Total Project Cost	\$979,986.00	\$1,279,986.00	\$300,000.00
I. Fund Participation:	As Approved	As Amended	Net Change
Department:	\$489,993.00	\$639,993.00	\$150,000.00
Agency:	\$489,993.00	\$639,993.00	\$150,000.00
Other:			\$0.00
Total Project Cost	\$979,986.00	\$1,279,986.00	\$300,000.00

Comments:

### III. MULTI-YEAR OR PREQUALIFIED PROJECT FUNDING

If a project is a multi-year or prequalified project subject to paragraphs 4.10 and 17.20 of this agreement, funds are programmed in the Department's Work program in the following fiscal year(s):

FY

FY

FY

FY

Project years may be advanced or deferred subject to Legislative appropriation or availability of funds.

State participation in service began on March 28, 2002. Ending date will be adjusted on next SJPA to March 28, 2005 to reflect statutory time limit on operating assistance.



@; user I.D. FI913RP  
<MVS@DOT>  
09/24/2003 03:11 PM

To: PT629EC@dot.state.fl.us  
cc:  
Subject: FUNDS APPROVAL/REVIEWED FOR CONTRACT AL340

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
FUNDS APPROVAL

Contract #AL340 Contract Type: AH Method of Procurement: G  
Vendor Name: CITY OF MIAMI BEACH  
Vendor ID: VF596000372005  
Beginning date of this Agmt: 03/28/02  
Ending date of this Agmt: 06/30/05

\*\*\*\*\*  
Description: 41229718401

\*\*\*\*\*  
ORG-CODE \*EO \*OBJECT \*AMOUNT \*FIN PROJECT \*FCT  
(FISCAL YEAR) \*BUDGET ENTITY \*CATEGORY/CAT YEAR  
AMENDMENT ID \*SEQ. \*USER ASSIGNED ID \*ENC LINE(6S)/STATUS  
\*\*\*\*\*

Action: SUPPLEMENTAL Funds have been: APPROVED

55	062020629	*PT	*750012	*	150000.00	*41229718401	*632
2004			*55100300			*088774/04	
S002			*00	*	TWO	*0003/04	

-----  
TOTAL AMOUNT: \*\$ 150,000.00 \*  
-----

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER  
DATE: 09/24/2003

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**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**



**Condensed Title:**

A Resolution authorizing the appropriation of \$67,500 in Concurrency Administrative Fees to determine the remaining available capacity in sanitary sewer pump stations No. 1 and No. 31. The resulting report will aid in the review of the current level of service standard for sanitary sewer used in the City's Concurrency Management System (CMS).

**Issue:**

Shall the City appropriate Concurrency Administrative Fees to fund a review of the sanitary sewer system in South Beach?

**Item Summary/Recommendation:**

The South Beach area of Miami Beach is presently undergoing significant growth and redevelopment. This area south of Dade Blvd. is primarily served by two large sanitary sewer pump stations (PS), being PS-1 and PS-31. The City's Concurrency Management System (CMS) requires that the infrastructure capacity be made available concurrent with the new development projects. The CMS computer model is reporting failure of the sanitary sewer system capacity south of 5<sup>th</sup> Street; however, the Public Works Department has not yet seen any physical evidence of such failure in the infrastructure. To resolve the issue, a study needs to be conducted. A scope of services and cost proposal are included in this Agenda Item.

The Administration proposes the appropriation of \$67,500 in Concurrency Administrative Fees to conduct a Review of the South Beach Sanitary Sewer System to determine the remaining available capacity in PS-1 and PS-31, above-mentioned. It is an appropriate use of the funds, since the resulting report will aid in the review of the current level of service standard (LOS) for sanitary sewer used in the CMS. Since the implementation of Concurrency Administrative Fees in April 2001, the fund has collected \$185,924 to date. The study will be conducted under Service Order No. 4 to Camp Dresser & McKee, pursuant to an existing Professional Services Agreement with the City for Engineering Services/Sewer System Improvements.

The Administration recommends approval of the Resolution.

**Advisory Board Recommendation:**

N/A

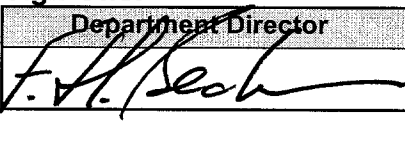
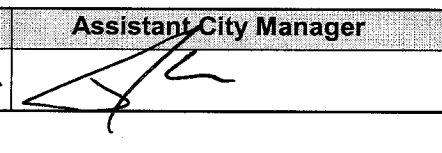
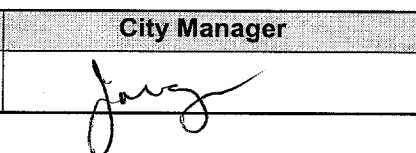
**Financial Information:**

Source of Funds:		Amount	Account	Approved
<div style="border: 1px solid black; width: 80px; height: 50px; margin: 0 auto;"></div> Finance Dept.	1	\$ 67,500	011.8000.344915	
	2			
	3			
	4			
	<b>Total</b>	<b>\$67,500</b>		

**City Clerk's Office Legislative Tracking:**

Amelia Johnson

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager
		

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AGENDA ITEM C7R

DATE 11-25-03

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** November 25, 2003

**From:** Jorge M. Gonzalez  
City Manager

**Subject:** **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE APPROPRIATION OF \$67,500 IN CONCURRENCY ADMINISTRATIVE FEES TO DETERMINE THE REMAINING AVAILABLE CAPACITY IN SANITARY SEWER PUMP STATIONS 1 AND 31. THE RESULTING REPORT WILL AID IN THE REVIEW OF THE CURRENT LEVEL OF SERVICE STANDARD FOR SANITARY SEWER USED IN THE CITY'S CONCURRENCY MANAGEMENT SYSTEM.**

### ADMINISTRATION RECOMMENDATION

Adopt the Resolution

### ANALYSIS

The City of Miami Beach currently operates a system of manifold pump stations that transfer wastewater generated from the City and its four satellite customers to the Miami-Dade Water and Sewer Department's Virginia Key Regional Facility. The capacity for receiving and pumping wastewater flow at each station is a finite quantity, based on the size of the pumping equipment and the condition of each pumping station.

The City is presently undergoing significant growth and redevelopment in the South Beach area. This area south of Dade Boulevard is primarily served by two large pump stations (PS): PS-1, located south of Flamingo Park; and PS-31 south of 3<sup>rd</sup> Street.

The City's Concurrency Management System (CMS) requires that the infrastructure capacity be made available concurrent with the new development projects. The CMS computer model is reporting failure of the sanitary sewer system capacity south of 5<sup>th</sup> Street; however, the Public Works Department has not yet seen any physical evidence of such failure in the infrastructure. To resolve the difference, the remaining available capacity in PS-1 and PS-31 needs to be determined.

At the City's request, Camp Dresser & McKee, Inc. prepared the attached scope of services and cost proposal to perform a Concurrency Review of the South Beach Sanitary Sewer System. The Administration proposes to utilize \$67,500 in Concurrency Administrative Fees to fund the study, since the resulting report will aid in the review of the current level of service standard for sanitary sewer, used in the CMS.

The Concurrency Administrative Fee fund (collected when automated Concurrency Statements are run for prospective development projects) is the appropriate source to fund studies such as this, since no Concurrency Mitigation funds have been collected for sanitary sewer purposes to date. In addition, Concurrency Mitigation funds should be reserved for the implementation of projects and/or programs required in order for certain development, redevelopment and/or use intensification projects to proceed. The City has collected \$185,924 in Concurrency Administrative Fees to date (April 2001-October 2003).

Camp Dresser & McKee will be issued a Service Order No. 4 to conduct the study, pursuant to an ongoing Professional Services Agreement (Engineering Services for Citywide Sanitary Sewer System Improvements) it has with the City. It will take approximately four months (120 days) to prepare and submit a draft report for the Concurrency Review of the South Beach Sanitary Sewer System.

The Administration recommends approval of the Resolution.

JG/RM/FB/AJ

Attachments:   Service Order No. 4 to Camp Dresser & McKee  
                  Scope of Services for the Review/SoBe Sanitary Sewer System  
                  Cost Proposal

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE APPROPRIATION OF \$67,500 IN CONCURRENCY ADMINISTRATIVE FEES TO DETERMINE THE REMAINING AVAILABLE CAPACITY IN SANITARY SEWER PUMP STATIONS 1 AND 31; THE RESULTING REPORT WILL AID IN THE REVIEW OF THE CURRENT LEVEL OF SERVICE STANDARD FOR SANITARY SEWER, USED IN THE CITY'S CONCURRENCY MANAGEMENT SYSTEM.**

**WHEREAS**, the South Beach area of Miami Beach is presently undergoing significant growth and redevelopment; and

**WHEREAS**, this area south of Dade Boulevard is primarily served by two large sanitary sewer pump stations (PS) PS-1 and PS-31; and

**WHEREAS**, the City's Concurrency Management System (CMS) requires that the infrastructure capacity be made available concurrent with the new development projects; and

**WHEREAS**, the CMS computer model is reporting failure in the sanitary sewer capacity south of 5<sup>th</sup> Street; however, the Public Works Department has not yet seen any physical evidence of such failure in the infrastructure; and

**WHEREAS**, to resolve the difference, a Review of the Sanitary Sewer System (estimated to cost \$67,500) is needed to determine the remaining available capacity, if any, in the above-mentioned pump stations (the Study); and

**WHEREAS**, it is appropriate to utilize Concurrency Administration Fees to fund such Study, since its resulting report will aid in the review of the current level of service standard for sanitary sewers, used in the CMS.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the Mayor and City Commission hereby authorize the appropriation of \$67,500 in Concurrency Administrative Fees to conduct a Review of the South Beach Sanitary Sewer System in order to determine the remaining available capacity in Sanitary Sewer Pump Stations 1 and 31; the resulting report will aid in the review of the current level of service standard for sanitary sewer used in the City's Concurrency Management System.

**PASSED AND APPROVED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2003.


**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

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\_\_\_\_\_  
**MAYOR**

**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

  
\_\_\_\_\_  
City Attorney      Date



**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF MIAMI BEACH AND CAMP DRESSER & McKEE, INC.**

**Service Order No. 4 for Professional Engineering**

**TO:** Camp Dresser & McKee Inc.  
800 Brickell Avenue, Suite 710  
Miami, Florida 33131

**DATE:** August 12, 2003

RECEIVED  
MAY 15 2003  
PLANNING DEPARTMENT

Pursuant to the Agreement between City of Miami Beach and Camp Dresser & McKee Inc. (Consultant) for Professional Services for Citywide Sanitary Sewer System Improvements Project ("the Agreement"), you are directed to provide the following services:

**Project Name:** Currency Management Review (PS 1 and 31)

**Scope of Work:** Attached

**Calendar days to complete this work:** 120 days (draft report)

**Estimated Construction Cost:** N/A

**Fee for this Service Order:** \$67,500 Lump Sum

The above fee is a lump sum amount to be billed monthly based on the percentage of completion method.

Basic Service   X   Additional Service            Reimbursable Expense           

**ACCEPTED:**

City of Miami Beach

Camp Dresser & McKee Inc.

\_\_\_\_\_  
Fred H. Beckman, P.E.  
Director of Public Works

\_\_\_\_\_  
Date

\_\_\_\_\_  
Victor J. Pujals, P.E., DEE  
Vice President

\_\_\_\_\_  
Date

## SERVICE ORDER NO. 4

### SCOPE OF WORK

#### CONCURRENCY MANAGEMENT REVIEW

##### BACKGROUND

The City of Miami Beach currently operates a system of manifolded pump stations that transfer wastewater generated from the City and its four satellite customers to the Miami Dade Water and Sewer Department's Virginia Key Regional WWTP. The capacity for receiving and pumping this flow at each station is a finite quantity based on the equipment at each pump station and the conditions that each station is required to meet at that time. Determining the flow that the station serves or is committed to serve and subtracting that from the actual capacity can determine the amount of capacity remaining to serve additional flow. Ensuring that the transmission system has the capacity to serve the growth in an area is an important statistic for the City to monitor.

At the present time, the City of Miami Beach is undergoing significant growth and redevelopment in the South Beach area. This area south of Dade Boulevard is primarily served by two large pump stations (No. 1 and No. 31) as located in **Figure 1**. The purpose of this scope of work is to determine the remaining available capacity in these two pump stations. This project will serve as a model for determining the available capacity in the remainder of the City's wastewater pump stations.

##### SCOPE OF SERVICES

###### Task 1 - Data Collection

The primary source of data for this task is the *City of Miami Beach Gravity Sanitary Sewer Flow Capacity Analysis - Kimley-Horn and Associates, Inc (KHA)*. The purpose of this task is to update the anticipated flows in this report for Basin 1 (Pump Station No. 1) using the latest data from the City's Planning Department. In addition to compiling the land use data and information on proposed and approved developments, Consultant will review the latest record drawings for both pump stations to determine the extent of the gravity sewer system that ties into each pump station. This area or sewershed may include other smaller lift stations with collection systems of their own. The analysis of the record drawings will include a determination of the possibility of an interconnection between the area served by PS 1 and PS 31. This will be based on the proximity of service areas, manholes, and depth of the facilities. Consultant will also collect operating data from each pump station (run times, pressure and flow data) to determine the current amount of usage at each pump station.

###### Task 2 - Analysis

Consultant will construct tables listing the DERM recommended flow for each land use as defined by the County Land Use Code (CLUC). Consultant will analyze the projected build-out flow for each sewershed based on the anticipated build-out from the Planning Department permitted projects and current land uses. Consultant will determine a peak flow to each pump station based on the average daily flow calculated for each sewershed. This number will be

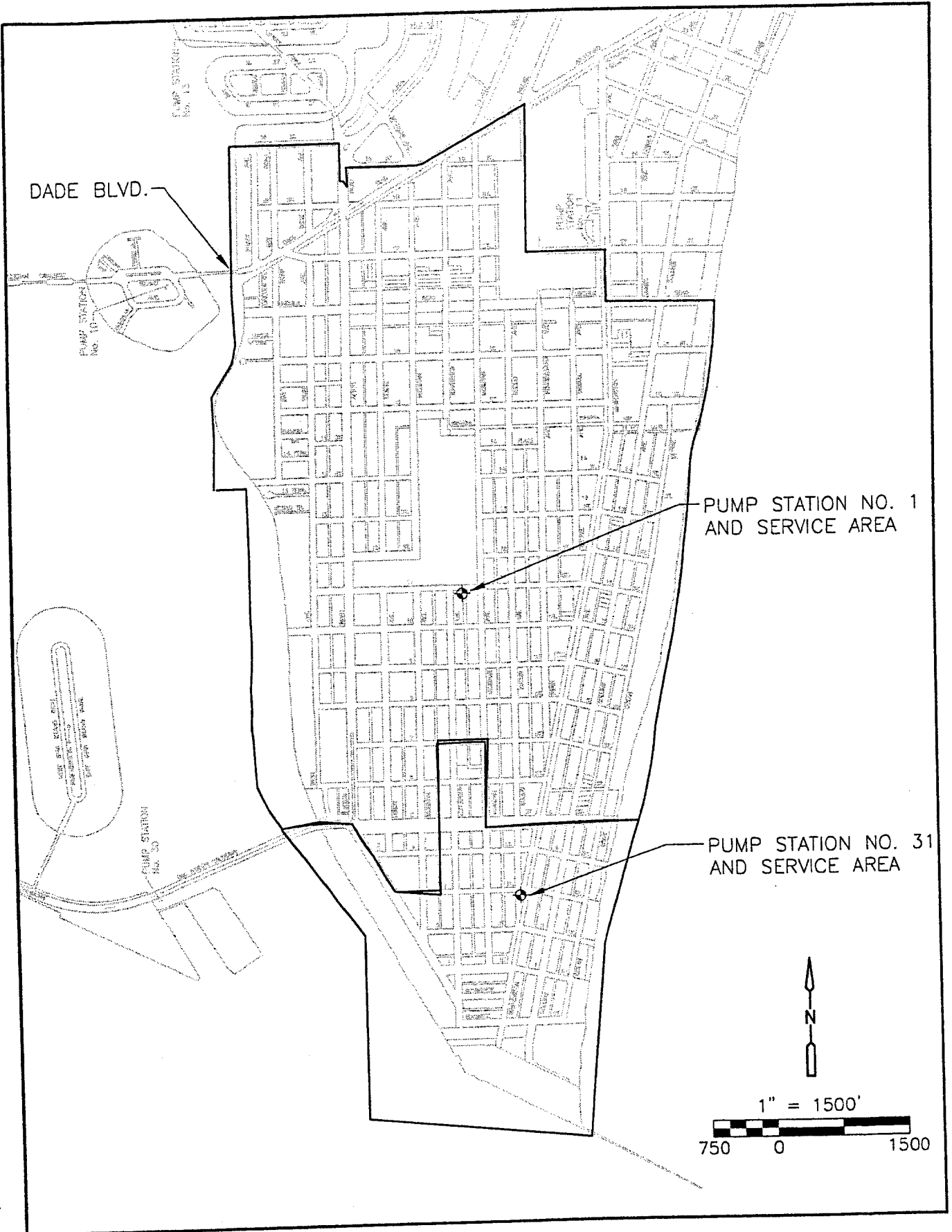
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verified by the run times and flows recorded at each station. This peak flow will then be compared against the peak flow capacity of each pump station as determined by the force main hydraulic model. A comparison will be made for the current stations and the stations once the upgrades have taken place (including the South Point Booster). The results of the analysis will be reported as a percentage of utilization.

#### Task 3 - Evaluate Options for Interim Capacity

Consultant will determine the feasibility of a gravity interconnection between the two sewersheds as an interim flow balancing measure until the pump station are upgraded.

#### Task 4 - Prepare Draft Letter Report

Consultant will prepare a letter report setting forth the assumptions, calculations, findings, and recommendations from the concurrency management review. The report will present the percentage of each pump station that is being utilized for present future conditions. Consultant will provide the City with five copies of the draft letter report for review.

#### Task 5 - Review Meeting with the City

After City Staff has reviewed the draft letter report, Consultant will meet with staff to discuss any review questions or comments concerning the draft prior to finalizing the report.

#### Task 6 - Prepare Final Letter Report

Consultant will prepare the final letter report incorporating the questions and comments concerning the draft. Consultant will provide the City with 10 copies of the final letter report.

### SCHEDULE

Upon receipt of the Notice to Proceed (NTP) and of all the required data, Consultant will complete and submit within 120 calendar days the Draft letter report (five copies) for review as described in this Service Order. The Final letter report (10 copies) will be submitted within 21 calendar days of receiving the City's review comment.

### PAYMENT AND COMPENSATION

Compensation for this effort will be a Lump Sum amount of \$67,500 as calculated on the attached worksheet. Invoicing will be monthly based on the percentage of completion method.

### DATA TO BE PROVIDED BY THE CITY

- Current Parcel map (GIS shape file)
- Zoning (electronic data file)
- Land Use (GIS shape file)
- Future Land Use (GIS shape file)
- Access to the Sewer Atlas and Record Drawings for the PS 1 and PS 31 service areas.

City of Miami Beach  
Scope of Work

Concurrency Management Review  
Pump Stations No. 1 and 31

TASK	Description	Hourly Rate	Project Director	Project Manager	Sr. Engineer	Engineer	Staff-Engineer	Field RPR	Clerical	Total Hours	Total Cost
			\$151.26	\$125.28	\$107.44	\$90.75	\$73.02	\$56.65	\$41.73		
TASK 1.0	Data Collection										
1.1	Meet with the Planning Department		0	4	0	0	4	0	4	12	\$ 960
1.2	Meet with the Zoning Department		0	4	0	0	4	0	4	12	\$ 960
1.3	Review Sewer Atlas/ Record Drawings		2	20	0	0	40	8	4	66	\$ 6,349
	Subtotal Task 1.0		2	28	0	0	48	8	12	98	\$ 8,269
TASK 2.0	Analysis										
2.1	Construct Flow Tables		2	20	40	0	80	0	8	150	\$ 13,281
2.2	Determine Sewershed Basins		2	20	10	0	20	0	0	52	\$ 5,343
2.3	Determine Peak Flow		2	10	20	0	40	0	16	88	\$ 7,293
2.4	Analyze Pump Station Capacity		2	8	20	0	40	0	16	86	\$ 7,042
	Subtotal Task 2.0		8	58	90	0	180	0	40	376	\$ 32,959
TASK 3.0	Evaluate Options for Interim Capacity		8	16	0	0	30	16	0	70	\$ 6,312
	Subtotal Task 3.0		16	16	0	0	30	16	0	78	\$ 6,312
TASK 4.0	Prepare Draft Letter Report		8	16	40	20	40	0	32	156	\$ 13,583
	Subtotal Task 4.0		8	16	40	20	40	0	32	156	\$ 13,583
TASK 5.0	Review Meeting with the City		2	4	0	0	4	0	2	12	\$ 1,179
	Subtotal Task 5.0		2	4	0	0	4	0	2	12	\$ 1,179
TASK 6.0	Prepare Final Letter Report		4	8	8	0	8	0	16	44	\$ 3,719
	Subtotal Task 6.0		4	8	8	0	8	0	16	44	\$ 3,719
<hr/>											
			Subtotal Labor								
			7641 \$ 66,021								
			<hr/>								
			Other Direct Costs	Reproduction	copies	500	@	\$ 0.10	\$ 50		
				blueprints	0	@	\$ 1.00	\$ -			
				mylars	0	@	\$ 11.00	\$ -			
			Computers	pc	100	@	\$ 6.00	\$ 600			
				acad	0	@	\$ 12.00	\$ -			
			Travel	airfare	1	@	\$ 200.00	\$ 200			
				mileage	250	@	\$ 0.36	\$ 90			
			Communications	telephone	2	@	\$ 50.00	\$ 100			
				fax	150	@	\$ 1.00	\$ 150			
				postage	2	@	\$ 50.00	\$ 100			
				courier	20	@	\$ 7.00	\$ 140			
										\$ 1,430	
			Subtotal Other Direct Costs								
			\$ 1,430								
			<hr/>								
			Total Project Cost (Task 1.0 - 6.0)								
			\$ 67,451								
			<hr/>								
			USE \$ 67,500								

**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**

**Condensed Title:**

A Resolution authorizing the issuance of an RFP to solicit proposals to provide public relations services and marketing and communications consulting services for the City of Miami Beach.

**Issue:**

Shall the City Commission authorize the issuance of an RFP for a publicist services for the City of Miami Beach?

**Item Summary/Recommendation:**

As part of the Greater Miami Convention and Visitors Bureau (GMCVB) review and renewal, the City Commission recommended that the City engage a publicist to compliment the GMCVB effort but with a focus on Miami Beach. The Administration negotiated with KSR to provide a brand identity platform for the City and for strategic communication and marketing assistance, which was an element of the scope of services in the RFP, and on July 30, 2003, the City Commission adopted Resolution No. 2003-25283, which approved an agreement with KSR.

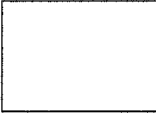
KSR began the strategy development for the City's brand identity platform, which included research and interviews, participation in the City's wayfinding program, logo design, creative branding, presentations and branding campaigns. This effort represents over 100 work hours. KSR also worked with the City's Tourism and Cultural Development Department on other marketing initiatives. Concurrent with the City's branding process the City embarked on a wayfinding initiative that, by design, will brand the entire City to residents and visitors. The City determined it to be in its best interest to utilize the City's wayfinding initiative as the foundation and platform for any future branding integration. At this time, the Administration is recommending against extending KSR's contract for one additional year and to issue a new Request for Qualifications (RFQ) for public relations services and marketing and communications consulting services to continue its expanded public relations and marketing, which compliments the efforts of the GMCVB.

The Administration recommends the Mayor and City Commission authorize the issuance of a Request for Proposals for public relations services for the City.

**Advisory Board Recommendation:**

N/A


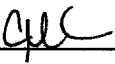
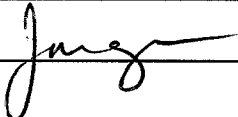
**Financial Information:**

Source of Funds:  Finance Dept.		Amount	Account	Approved
	1	100,000.00	011.0380.000312	
	2			
	3			
	4			
	Total			

**City Clerk's Office Legislative Tracking:**

Christina Cuervo, Assistant City Manager

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager
		

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AGENDA ITEM C75  
DATE 11-25-03

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.ci.miami-beach.fl.us



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** November 25, 2003

**From:** Jorge M. Gonzalez  
City Manager

**Subject: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSALS (RFP) TO SOLICIT PROPOSALS TO PROVIDE PUBLIC RELATIONS SERVICES AND MARKETING AND COMMUNICATIONS CONSULTING SERVICES FOR THE CITY OF MIAMI BEACH.**

As part of the Greater Miami Convention and Visitors Bureau (GMCVB) review and renewal, the City Commission agreed to have the City engage a publicist to compliment the GMCVB effort but with a focus on Miami Beach. Funding was included in the amount of \$100,000 in the Fiscal Year 2002/03 Budget. Of this \$100,000, \$25,000 was already spent to contract Motivus, Inc. for short-term Marketing and Communications services for the City prior to the issuance of Request for Qualifications (RFQ) No. 15-02/03 for public relations services and marketing and communications consulting services. Additionally, another \$25,000 was contracted to AMS Planning and Research, Corp. to conduct a Cultural Facilities Master Plan for the City. The remaining \$50,000 was available for the issuance of the RFQ.

On December 11, 2002, the City Commission adopted Resolution No. 2002-25076, which authorized the issuance of an RFQ to solicit qualifications for public relations services and marketing and communications consulting services. Subsequently, on April 30, 2003, the City Commission adopted Resolution No. 2003-25179 accepting the recommendation of the City Manager pertaining to the ranking of proposals received pursuant to RFQ No. 15-02/03 and authorized the administration to enter into negotiations with the top-ranked firm of Kelley Swofford Roy, Inc. (KSR) for the aforementioned services.

The Administration determined that it was vital for KSR to begin its work immediately, as there were only three (3) months left in the fiscal year. Therefore, the City executed an agreement between the City and KSR for a fee of twenty four thousand nine hundred ninety-nine dollars (\$24,999.00) and an additional twenty five thousand dollars (\$25,000.00) subject to approval by the City Commission. The Administration negotiated with KSR to provide a brand identity platform for the City and for strategic communication and marketing assistance, which was an element of the scope of services in the RFP, and on July 30, 2003, the City Commission adopted Resolution No. 2003-25283, which approved an agreement with KSR.

KSR began the strategy development for the City's brand identity platform, which included research and interviews, participation in the City's wayfinding program, logo design, creative branding, presentations and branding campaigns. KSR also worked with the City's

Tourism and Cultural Development Department on other marketing initiatives. KSR received approximately \$38,000.00 for this work, which represents over 500 work hours.

Throughout this process KSR defined the audience and developed a creative strategy. Presentations of the branding concepts were then made to staff at several intervals during the process. Staff evaluated the conceptual approaches and commented on the concepts, but was generally dissatisfied with the proposals. Subsequently, a meeting was convened with representatives from the selection committee to review the branding concepts presented by KSR and to solicit their feedback. Staff remained unsatisfied with the branding concepts and, consequently, did not accept them.

However, concurrent with the City's branding process the City embarked on a wayfinding initiative that, by design, will brand the entire City to residents and visitors. After reviewing an initial proposal by the wayfinding consultants, Hillier Group, EDAW, and F.R.-Aleman Associates, the City determined it to be in its best interest to utilize the City's wayfinding initiative as the foundation and platform for any future branding integration. An item was presented at the October 15, 2003 City Commission meeting, which described the initial wayfinding development process and its planned branding integration.

Staff has determined that a company with proven experience in developing, implementing and managing public relations programs for tourism, cross promotional brand and niche marketing activities, and with proven relationships and experience with local and national media outlets, including trade and business publications, multi-cultural and consumer lifestyle is what the city needs. The Administration does not feel KSR meets these requirements and, therefore, has not exercised the renewal option with KSR. At this time, the Administration recommends the issuance of a new Request for Proposals (RFP) for public relations services and marketing and communications consulting services to continue its expanded public relations and marketing, which compliments the efforts of the GMCVB. This effort is also intended to market Miami Beach to locals and visitors once in the South Florida area.

At this time, the Administration recommends the Mayor and City Commission authorize the issuance of an RFP for public relations services for the City.

Attached please find the scope of services to be included in the subject RFP and the recommended evaluation criteria that will be included. Specific desirable outcomes will be determined at the time of contract negotiation.

~~CMC~~  
JMG/CMC/DS/mas

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## **SCOPE OF SERVICES**

The City of Miami Beach Department of Tourism & Cultural Development (TCD) is requesting qualifications from responsible vendors to meet its Public Relations needs. City of Miami Beach seeks full-time representation to implement services to support its integrated marketing strategies in the United States and locally to:

- Promote Miami Beach to targeted high value customers;
- Promote Miami Beach as a preferred vacation destination;
- Promote Miami Beach as a preferred convention/trade destination;
- Promote Miami Beach to the business community and private entrepreneurs and corporations interested in investing in the City;
- Increase brand identity and presence to competitive levels;
- Stimulate demand in shoulder periods; and
- Leverage resources by collaborating with TCD partners.

### **Objectives**

Bidder's qualifications must address the following specific public relations/communication objectives and strategic needs:

- Communicate the diversity and spirit of the City of Miami Beach through public relations activities aimed at consumers, travel professionals, travel media, news media and residents.
- Establish cross promotional opportunities in niche categories identified by the City of Miami Beach TCD Department.
- Establish and maintain relationships between local/national media outlets and City of Miami Beach TCD including trade, consumer and business media.
- Assist in creating new products which help differentiate City of Miami Beach from its competitive set
- Strategically use City of Miami Beach consumer research and data into effective marketing strategies and programs that deliver measurable results.

### **Required Capabilities**

- Staff with proven experience in marketing and publicizing a destination brand
- Staff with proven experience in developing, implementing and managing public relations programs for tourism
- Staff with proven experience in developing, implementing and managing cross promotional brand and niche marketing activities;
- Staff with proven relationships and experience with local and national media outlets, including trade and business publications, multi-cultural and consumer lifestyle.
- Staff with proven ability to secure and leverage relationships where appropriate, to expand and enhance City of Miami Beach resources, reach, marketing and promotional programs/activities;
- Staff with established state-of-the-art media database;
- Proven knowledge and working relationships with City of Miami Beach tourism and cultural community and products; and
- Proven ability to monitor, measure, and analyze results.

## Minimum Requirements

Interested firms should possess the following minimum requirements as follows:

- Established relationships with entertainment and trade media, both domestic and international;
- A history of packaging stories and successful media outreach by preparing and distributing regular press releases;
- The ability to create and successfully distribute an effective media campaign;
- Experience in creating and managing targeted custom events designed to garner press coverage and industry interest;
- Proven track record of increasing media coverage for tourism and resort destination industry clients;
- History of successfully attracting private investment;
- History of producing collateral marketing materials, including brochure and EPK's;
- Experience in representing clients at significant trade shows and targeted industry events.

## Previous Projects:

A list of a minimum of ten projects must be submitted. Information should include:

- Client Name, address, contact phone number, and e-mail address.
- Description of similar scope of services.
- Month and Year the project was started and completed.

## Evaluation Criteria

The Evaluation Committee shall base its recommendation on the following criteria:

- a. Experience and qualifications of the firm (20 points).
- b. Experience and qualifications and proven successful track record of the publicist(s) assigned to work with public and private entities (40 points).
- c. Approach and methodology (20 points).
- d. Demonstrated record of accomplished work in public relations or as a publicist (10 points).
- e. Proposed fees (10 points).

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSALS (RFP) TO SOLICIT PROPOSALS TO PROVIDE PUBLIC RELATIONS SERVICES AND MARKETING AND COMMUNICATIONS CONSULTING SERVICES FOR THE CITY OF MIAMI BEACH.**

**WHEREAS**, as a condition of the City's renewal of its agreement with the Greater Miami Convention and Visitors Bureau (GMCVB), the City Commission recommended that the City engage a publicist to compliment the GMCVB effort, but with a focus on Miami Beach, and funding, in the amount of \$100,000, was included in the Fiscal Year 2003 Budget; and

**WHEREAS**, on April 30, 2003, the City Commission adopted Resolution No. 2003-25179, accepting the recommendation of the City Manager pertaining to the ranking of proposals received pursuant to RFQ No. 15-02/03 for public relations services and marketing and communications consulting services, and authorized the administration to enter into negotiations with the top-ranked firm of Kelley Swofford Roy, Inc. (KSR); and

**WHEREAS**, on July 30, 2003, the City Commission adopted Resolution No. 2003-25283, which approved an Agreement with KSR, said agreement having an initial term of two months, commencing on July 30, 2003, and ending on September 30, 2003; and

**WHEREAS**, KSR began the strategy development for the City's brand identity platform, which included research and interviews, participation in the City's wayfinding program, logo design, creative branding, presentations and branding campaigns; and

**WHEREAS**, concurrent with the City's branding process, the City embarked on a wayfinding initiative that, by design, will brand the entire City to residents and visitors; and

**WHEREAS**, the City determined it to be in its best interest to utilize the City's wayfinding initiative as the foundation and platform for any future branding integration; and

**WHEREAS**, the Administration is recommending against extending KSR's contract for one additional year, and to issue a new Request for Proposals (RFP) for public relations services and marketing and communications consulting services to continue its expanded public relations and marketing; and

**WHEREAS**, attached is the scope of services to be included in the subject RFP and the recommended evaluation criteria that will be included.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the Mayor and City Commission authorize the issuance of an RFP to solicit proposals to provide public relations services and marketing and communications consulting services for the City of Miami Beach.

**PASSED and ADOPTED** this 25<sup>th</sup> day of November, 2003.

**ATTEST:**


\_\_\_\_\_  
**MAYOR**

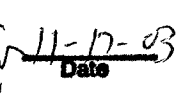
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**CITY CLERK**

JMG/CMC/rar

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**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

  
\_\_\_\_\_  
City Attorney

  
\_\_\_\_\_  
Date

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**Condensed Title:**

A RESOLUTION TO REALLOCATE \$400,000 IN CDBG FUNDS FROM THE BYRON CARLYLE THEATER RENOVATION PROJECT; AND SUBSTITUTE \$400,000 IN CDBG FUNDS WITH \$300,000 FROM QUALITY OF LIFE/RESORT TAX AND \$100,000 FROM THE UNDESIGNATED BALANCE OF THE GENERAL FUND FOR THE RENOVATION OF THE BYRON CARLYLE THEATER.

**Issue:**

Whether CDBG funds in the amount of \$400,000 for the Bryon Carlyle Theater project should be substituted with \$300,000 from Quality of Life/Resort Tax funds and \$100,000 from the undesignated balance of the General Fund to minimize the project costs of the Byron Carlyle Theater project.

**Item Summary/Recommendation:**

Adopt the Resolution for the reallocation of CDBG funds in the amount of \$400,000 as follows: \$300,000 for the Normandy Isle Park and Pool Project, and \$100,000 for the construction of Fire Station #4; and reallocate \$300,000 from Quality of Life/Resort Tax for the Byron Carlyle Theater renovation project; and reallocate \$100,000 from the undesignated fund balance of the General Fund for the Byron Carlyle Theater renovation project.

**Advisory Board Recommendation:**

None. Staff to advise the Community Development Advisory Committee at the next regularly scheduled meeting of January 27, 2004.

**Financial Information:**

Source of Funds:	Amount		Account	Approved
	1	\$400,000	132.5820.000346 – CDBG Funds	
	2	\$300,000	301 – General Fund	
	3	\$100,000	161.6235.000343 – Quality of Life/Resort Tax	
	4			
	<b>Total</b>	<b>\$400,000</b>		

Finance Dept.

**City Clerk's Office Legislative Tracking:**

Christina Cuervo, Assistant City Manager

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager
	<i>CNC</i>	<i>J-8</i>

Agenda Item C7T  
Date 11-25-03

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** November 25, 2003

**From:** Jorge M. Gonzalez  
City Manager

**Subject:** A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING SUBSTANTIVE AMENDMENTS TO THE ONE-YEAR ACTION PLANS FOR FISCAL YEARS 2002/03 AND 2003/04 FOR THE REALLOCATION OF \$400,000 IN COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS ORIGINALLY ALLOCATED FOR THE BYRON CARLYLE THEATER RENOVATION PROJECT, TO BE REDISTRIBUTED AS FOLLOWS: \$300,000 FOR NORMANDY ISLE PARK AND POOL AND \$100,000 FOR THE CONSTRUCTION OF THE NEW FIRE STATION # 4 FACILITY; AND FURTHER AUTHORIZING THE REALLOCATION OF \$300,000 IN CITY OF MIAMI BEACH QUALITY OF LIFE/RESORT TAX FUNDING FROM FISCAL YEAR 2000/2001 (YEAR 6) ORIGINALLY ALLOCATED FOR THE NORMANDY ISLE PARK AND POOL PROJECT, TO THE BYRON CARLYLE THEATER RENOVATION PROJECT; AND THE REALLOCATION OF \$100,000 IN THE GENERAL FUND UNDESIGNATED FUND BALANCE FOR FIRE STATION 4, TO THE BYRON CARLYLE THEATER RENOVATION PROJECT.

### ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

### ANALYSIS

Community Development Block Grant (CDBG) funds in the amount of \$400,000 were awarded to the Byron Carlyle Theater Renovation project on May 29, 2002 via Resolution # 2002-24864. Once CDBG funds were added to the construction funds for the theater renovation project, the whole project became subject to the rules and regulations of the Davis Bacon Federal Labor Standards. Whenever CDBG funds in the amount of \$2,000 or more are used for construction or renovation, Davis Bacon wage guidelines must be used on all phases of the project – including previously phased construction/renovation stages. From the outset, the Byron Carlyle Theater project has had limited funding and thus, was projected and designed to be completed in phases as funding became available. Among the contemplated improvements for the theater and performance space were substantial

interior renovations of the two theaters located on the east side of the building. The facility is being renovated to fill a need from the local community based cultural arts organizations for performance and rehearsal space.

Davis Bacon labor standards proved to have a significant impact on the construction costs element on this project. Davis Bacon requirements can typically increase construction costs from 5% to 30%. Initially, it was believed that Davis Bacon wage requirements would not be triggered if the City used its own labor pool through the Property Management Division of the Public Works Department. As such, CDBG funds were awarded and were anticipated to be used on the renovation phase of the theater. However, using CDBG funds on this project "tainted" additional funds from other non-federal sources and required the use of Davis Bacon wage standards, thus increasing the cost of the project. Once this issue was raised, staff sought to obtain an opinion from the U.S. Department of Housing and Urban Development (HUD) for an exemption of using the prevailing wage provisions since the intended use of the CDBG funded improvements did not clearly fit the usual written determination of activities which require labor standards and the payment of higher prevailing wages. The HUD Office of Labor Relations researched the request extensively, but ultimately denied the request for an exemption based on precedents established on other similar projects, and stated that Davis Bacon wage guidelines would have to be used throughout all phases of construction on the Byron Carlyle Theater.

Given the funding restraints of this project and the increased construction costs that would be required as a result of utilizing the CDBG funds, the Administration sought to maximize the use of all construction funds identified for this project, and identified a way to reallocate the CDBG allocation of \$400,000 by substituting with other construction projects which already have CDBG construction dollars awarded to them and are already subject to Davis Bacon prevailing wage requirements. This would allow the Byron Carlyle Theater renovation project to continue without the burden of additional costs.

Two projects were identified which already have CDBG funds allocated for construction. They are the Normandy Isle Park and Pool project and the construction of the new Fire Station # 4. Respectively, the amounts of CDBG funds already allocated to these projects are \$138,838 and \$501,221. It should be further noted that even if neither of these projects had no CDBG funds allocated to them, they would still be subject to prevailing wage rates. This is due to the fact that the City of Miami Beach Prevailing Wage Ordinance requires all construction contracts over \$1,000,000, and which the City is a party to, that all laborers and mechanics be paid current prevailing wages. To make up the difference in funding for the Byron Carlyle Theater, the original \$400,000 in CDBG funds will be substituted with \$100,000 in General Fund Undesignated Fund Balance funds from Fire Station # 4 and \$300,000 from Quality of Life/Resort Tax funds from the Normandy Isle Park and Pool.

The City of Miami Beach is an entitlement recipient of federal formula grant programs from the U.S. Department of Housing and Urban Development (HUD). As such, each year, the City prepares an annual One-Year Action Plan detailing how it intends to allocate funds received from HUD to conduct eligible activities for the benefit of low and moderate-income

Miami Beach residents. HUD requires that the respective One-Year Action Plans be amended whenever a substantive amendment has been made. An amendment is considered substantive when a proposed CDBG-funded activity has not been previously described in the previous years Action Plan(s) or a change has been made in the method of distribution of funds. The \$400,000 in CDBG funds originally awarded to the Byron Carlyle Theater for renovation improvements are being proposed to be redistributed between the Normandy Isle Park and Pool project and the construction of Fire Station #4. As part of the substantive amendment process required by HUD, a thirty day public comment period is being advertised for the Notice of the Intent to Amend the One-Year Action Plans for FY 2002/03 and FY 2003/04. The comment period is from November 13<sup>th</sup> through December 12<sup>th</sup> 2003. No comments to the contrary of the proposed amendment are anticipated. However, if any negative comments are received during the comment period, said comments will be presented to the Mayor and Commission for their subsequent review and any subsequent action, if necessary.

### **CONCLUSION**

The Administration recommends that the Mayor and City Commission adopt the Resolution for the reprogramming of CDBG funds from the Byron Carlyle Theater to Normandy Isle Park and Pool and Fire Station # 4, and the subsequent reallocation of \$100,000 in General Fund Undesignated Fund Balance funds from Fire Station # 4 and \$300,000 from Quality of Life/Resort Tax funds from the Normandy Isle Park and Pool..

  
JMG/CMC/RCM/VG/JR/jfq

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RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING FOLLOWING THE DULY NOTICED THIRTY (30) DAY CITIZEN COMMENT PERIOD, SUBSTANTIVE AMENDMENTS TO THE ONE-YEAR ACTION PLANS FOR FISCAL YEARS 2002/03 AND 2003/04, FOR THE REALLOCATION OF \$400,000 IN COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS ORIGINALLY ALLOCATED FOR THE BYRON CARLYLE THEATER PROJECT, TO BE REDISTRIBUTED AS FOLLOWS: \$300,000 FOR NORMANDY ISLE PARK AND POOL PROJECT AND \$100,000 FOR THE CONSTRUCTION OF THE NEW FIRE STATION # 4 FACILITY; FURTHER AUTHORIZING THE REALLOCATION OF \$300,000 IN CITY OF MIAMI BEACH QUALITY OF LIFE/RESORT TAX FUNDING FROM FISCAL YEAR 2000/2001 (YEAR 6), ORIGINALLY ALLOCATED FOR THE NORMANDY ISLE PARK AND POOL PROJECT, TO THE BYRON CARLYLE THEATER RENOVATION PROJECT; AND THE REALLOCATION OF \$100,000 IN THE GENERAL FUND UNDESIGNATED FUND BALANCE FOR FIRE STATION 4, TO THE BYRON CARLYLE THEATER RENOVATION PROJECT; AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE RELATED AGREEMENTS FOR THE REALLOCATION OF THE AFOREMENTIONED FUNDS.

**WHEREAS**, On May 29, 2002, the Mayor and City Commission approved Resolution 2002-24864, reallocating City of Miami Beach Community Development Block Grant (CDBG) funds, in the amount of \$400,000, for the rehabilitation of the Byron Carlyle Theater; and

**WHEREAS**, using Federal CDBG funds for the renovation project of the Byron Carlyle Theater will trigger the Davis-Bacon Act and require all phases of the construction to include prevailing wage provisions, which will impact the overall construction costs of the project between 5-30%; and

**WHEREAS**, the Administration prefers to minimize the impact on project costs of the Byron Carlyle Theater renovation project by reallocating current CDBG funds, in the amount of \$400,000, into other on-going CDBG funded projects already subject to Davis-Bacon Act wage guidelines; and

**WHEREAS**, the two projects identified for the redistribution of \$400,000 of CDBG construction funds will be allocated as follows: \$300,000 into the Normandy Park and Pool Project, and \$100,000 into Fire Station # 4 which both currently have CDBG funds for construction; and

**WHEREAS**, the amounts identified above will be substituted with \$300,000 of Miami Beach Quality of Life/Resort Tax from Fiscal Year 2000/01 (Year 6), originally allocated for the Normandy Park and Pool Project, and \$100,000 from the General Fund Undesignated Fund Balance for the construction of Fire Station #4; and

**WHEREAS**, HUD requires that the respective One-Year Action Plans for Fiscal Years 2002/03 and 2003/04 be amended to reallocate previously awarded CDBG funds for the Byron Carlyle Theater Renovation Project into other CDBG funded construction projects; and

**WHEREAS**, in accordance with HUD regulations and the City's Citizen Participation Plan concerning substantive amendments, the Administration held a 30-day citizen comment period, which was advertised from November 13<sup>th</sup> through December 12<sup>th</sup>, 2003, and no comments have been received to date.

**NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the Mayor and City Commission approve amendments to the One Year Action Plans for Federal Funds for Fiscal Years 2002/2003 and 2003/2004, to reprogram CDBG funds in the amount of \$400,000 from the Byron Carlyle Theater, and into Normandy Isle Park and Pool, in the amount of \$300,000, and Fire Station #4, in the amount of \$100,000; further authorizing the reallocation of \$300,000 in City of Miami Beach Quality of Life/Resort Tax Funding from Fiscal Year 2000/2001 (Year 6), originally allocated for the Normandy Isle Park and Pool Project, for the Byron Carlyle Theater Project; and the reallocation of \$100,000 in the General Fund Undesignated Fund Balance for Fire Station # 4, for the Byron Carlyle Theater Renovation Project; and further authorizing the Mayor and City Clerk to execute the related agreements for the reallocation of the aforementioned funds.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

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CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY



**Condensed Title:**

A resolution of the Mayor and City Commission, authorizing the issuance of request for proposals (RFP), for purchasing fuel (automotive) and other automotive services for City vehicles and equipment at multiple locations within the private sector.

**Issue:**

Whether to adopt the Resolution.

**Item Summary/Recommendation:**


Because of the success of the alternate location for fuel at Larry's Chevron, and the accomplishment of interfacing with City's fuel management system, the City of Miami Beach now proposes to expand the alternate fueling site(s) within the private sector in the North Beach area (north of 63<sup>rd</sup> St.). Expansion of fueling sites for City vehicles and equipment will reduce travel time to current fueling sites and allow vehicles and equipment to remain in their assigned areas.

The Administration recommends authorizing the issuance of RFPs for purchasing fuel for City vehicles at multiple locations.

**Advisory Board Recommendation:**

N/A

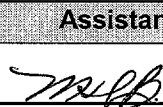
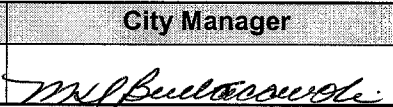
**Financial Information:**

Source of Funds:				
		Amount	Account	Approved
	1			
	2			
	3			
	4			
 Finance Dept.	Total			

**City Clerk's Office Legislative Tracking:**

Andrew Terpak

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager
Andrew Terpak, Fleet Mgt.		

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AGENDA ITEM C74

DATE 11-25-03

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** November 25, 2003

**From:** Jorge M. Gonzalez  
City Manager

*Mayoral Buttao, Jr.*

**Subject:** **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE ISSUANCE OF REQUEST FOR PROPOSALS (RFP), FOR THE PURPOSE OF PURCHASING FUEL (AUTOMOTIVE) AND OTHER VARIOUS AUTOMOTIVE SERVICES FOR CITY VEHICLES AND EQUIPMENT AT MULTIPLE LOCATIONS WITHIN THE PRIVATE SECTOR.**

### **ADMINISTRATION RECOMMENDATION:**

Adopt the Resolution.

### **ANALYSIS:**

Fleet Management Facility located on Terminal Island and Fire Station 2 were historically the sole sources of fuel for all City of Miami Beach vehicles and equipment. During renovations and reconstruction of Fire Station 2, the fuel storage tanks were removed and there are no plans to install a new fuel island. In an effort to provide an alternate source of fuel to approximately 1150 pieces of rolling stock which consists of cars, light trucks, motorcycles, all terrain vehicles and heavy equipment, the City issued an RFP and subsequently made an award in 2002 to Larry's Chevron based on cost of fuel and ability to interface with the City of Miami Beach Fuel Management System (RNI 2000).

Because of the success of the location at Larry's Chevron, and the accomplishment of interfacing with City's fuel management system, the City of Miami Beach now proposes to expand the alternate fueling site(s) within the private sector in the North Beach area.

If successful, the City of Miami Beach vehicles will have at least three sources of fuel available for city vehicles to access. In addition to reducing travel time for vehicles to get fuel, the vehicles will be in service more and will remain within their assigned area. In the event of a disaster, the City will also have some redundancy in sources for fuel.

**Scope:**

Fleet Management is working to enhance the current level of service to its Customers by increasing the number of viable and convenient suppliers/distributors of fuel and other miscellaneous automotive services within the private sector. Potential Fuel and miscellaneous service providers for this RFP are required to be located within the city limits of City of Miami Beach and physically located north of 63<sup>rd</sup> Street.

The goal is to keep city vehicles in service more and reduce the amount of downtime and travel to get fuel. It is Fleet Managements desire to have multiple providers of fuel throughout the city.

**Requirements/Specifications:****Special Note to all Bidders**

To be a successful bidder, **it is not required that your company provides ALL of the services** identified in the bid specifications. The City reserves the right to make multiple awards for products and services, which will serve the City's best interest.

**System Interfacing**

In order for the vendor to be qualified and awarded any portion of the fuel contract, the vendor and distributor must be willing and capable of interfacing software systems with the City of Miami Beach Fleet Management fuel system.

**Reporting Requirements**

The local vendor will bill the City on a monthly basis for all approved non-fuel services. In addition to an original invoice and 2 copies, all supporting documentation must be submitted to insure prompt payment. The Director of the City of Miami Beach Fleet Management or his designee must approve all services received prior to receipt. All invoices must be signed by the employee receiving services and reflect the printed name of the employee as well as his or her employee ID number.

It is the City's desire to have a direct account with each of the major fuel suppliers who are awarded a contract with the City of Miami Beach. This account should be billed on a monthly basis and reflect all available volume and tax discounts.

The information to be provided to the City will be provided to the bidder at a pre-award meeting.

**Insurance Requirements**

The following are the minimum basic requirements as required by the City of Miami Beach and Risk Management may change or increase the coverage requirements as necessary:

The Vendor must provide proof of Garage Liability / General Liability Insurance

covering garage operations with limits of \$1,000,000, Worker's Compensation if required by statute, listing the City as a certificate holder and named as an additional insured.

### **Applicable Taxes**

The City will provide a summary to the fuel distributors and vendors of all applicable taxes to be paid by the City of Miami Beach.

### **Method and Approach**

The Distributor and Vendor must submit a method and plan of approach / implementation should they be the successful bidder.

### **Evaluation Criteria (1 – 5) 5 being the highest score.**

<u>Weight</u>	<u>Item</u>
---------------	-------------

5	Fuel Distributor (Major Supplier) Discount for volume.
5	Local Vendor discounts for fuel
5	Local Vendor discounts for goods and services (non-fuel)
4	Allocation of fuel from supplier
4	Accessibility for City Vehicles and Equipment
5	Disaster Recovery Program
4	Method of Approach and Implementation

## **Bid Items**

**NOTICE – It is not necessary for a vendor to provide all goods or services listed in order to receive a bid award. The City Of Miami Beach reserves the right to make partial awards.**

Item	Product or Service	Availability		Percentage % or Cost Per Gallon
		YES	NO	
1	<b>Fuel Unleaded Regular</b>			
1a	- Vendor - Mark up on raw cost			
1b	- Distributor volume discounts			
2	<b>Fuel Unleaded Mid-grade</b>			
2a	- Vendor - Mark up on raw cost			
2b	- Distributor volume discounts			
3	<b>Fuel Unleaded Premium</b>			
3a	- Vendor - Mark up on raw cost			
3b	- Distributor volume discounts			
4	<b>Fuel Diesel No. 2 Undyed</b>			
4a	- Vendor - Mark up on raw cost			
4b	- Distributor volume discounts			
5	<b>Water</b>			
6	<b>Air</b>			
7	<b>Car Wash</b>			
8	<b>Vacuum</b>			
9	<b>Labor Rate Repairs</b>			
10	<b>Markup on Parts</b>			
11	<b>Tire Repair - Plug Type*</b>			
12	<b>Tire Repair - From Inside*</b>			

### **CONCLUSION:**

The Administration recommends that the Mayor and Commission authorize the issuance of the Request for Proposals (RFP) for the purpose of purchasing fuel (automotive) and other various automotive services for City vehicles and equipment at multiple locations within the private sector.

JMG/MDG/GJA/ET/mo  
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### **General Dealer Information**

Please complete the following information.

Name of the service Station \_\_\_\_\_

Address of Facility \_\_\_\_\_

Owners Name (if different) \_\_\_\_\_

Address of Owner (if different) \_\_\_\_\_

Name of Contact Person \_\_\_\_\_ Phone Number \_\_\_\_\_

Station Brand Name \_\_\_\_\_

Hours of Operation \_\_\_\_\_ Days of the Week \_\_\_\_\_

Are you open Holidays and Weekends? \_\_\_\_\_

Do you dispense: Regular(87)\_\_\_\_\_ Mid-Grade(89) \_\_\_\_\_ Premium (92) \_\_\_\_\_ Diesel \_\_\_\_\_ Other \_\_\_\_\_

On-site storage capacity (thousands of gallons):

Regular(87)\_\_\_\_\_ Mid-Grade(89) \_\_\_\_\_ Premium (92) \_\_\_\_\_ Diesel \_\_\_\_\_ Other \_\_\_\_\_

Annual Fuel allocation \_\_\_\_\_gal. Average total monthly fuel distribution \_\_\_\_\_gal.

Are you limited or restricted by your supplier? \_\_\_\_\_

How many fuel islands do you have? \_\_\_\_\_

Would any of the islands be accessible to large heavy equipment? \_\_\_\_\_

If yes, what are the height restrictions? \_\_\_\_\_

Do you have a mechanic on duty? \_\_\_\_\_ Hours on duty? \_\_\_\_\_

Is the mechanic ASE certified? \_\_\_\_\_

Does your company promote a drug free workplace? \_\_\_\_\_

If yes, describe your program \_\_\_\_\_

Do you have a "Disaster Plan" \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE ISSUANCE OF REQUEST FOR PROPOSALS (RFP), FOR THE PURPOSE OF PURCHASING FUEL (AUTOMOTIVE) AND OTHER VARIOUS AUTOMOTIVE SERVICES FOR CITY VEHICLES AND EQUIPMENT AT MULTIPLE LOCATIONS WITHIN THE PRIVATE SECTOR.**

**WHEREAS**, the City of Miami Beach has two sources of fuel which are located on Terminal and Larry's Chevron, north of Dade Boulevard, to serve its current fleet of approximately 1100 pieces of rolling stock; and

**WHEREAS**, the expansion to Larry's Chevron as a fuel source is a success and the ability of Larry's Chevron to interface with the City's fuel management system; and

**WHEREAS**, expansion of fuel sources to City vehicles in the private sector north of 63<sup>rd</sup> Street will reduce travel time to fueling sites and allow vehicles to remain within assigned service areas; and

**WHEREAS**, the Administration would herein recommend that the Mayor and City Commission authorize the issuance of Request for Proposals (RFP), for the purpose of Purchasing Fuel (automotive) and other various automotive services for City vehicles and equipment at multiple locations within the private sector.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, authorizes the issuance of Request for Proposals (RFP), for the purpose purchasing fuel and other automotive services for City vehicles and equipment at multiple locations within the private sector.

**PASSED and ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

  
\_\_\_\_\_  
City Attorney

 11-19-03  
\_\_\_\_\_  
Date

**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**



**Condensed Title:**

A Resolution Accepting the City Manager's Recommendation, Authorizing Negotiations, and Execution of Agreement with Arthur J. Gallagher and Co., for the Purpose of Obtaining Insurance Coverage, as Needed by the City for an Annual Amount of \$25,000.

**Issue:**

Shall the City Commission Adopt the Resolution?

**Item Summary/Recommendation:**

The Evaluation Committee unanimously agreed that Gallagher's proposal is excellent considering their wealth of experience and qualifications when compared to their proposed annual fee of \$25,000, which is **guaranteed for 4 years**. For comparison purposes, Aon's proposed fee was \$75,000, or 200% higher than Gallagher's proposed fee.

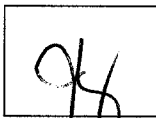
Gallagher has more hands-on experience (more than 26 years) with governmental insurance programs than any other broker in the country. Attached is a list of governmental clients including the total property values.

The City Administration recommends that the City Commission authorize the Administration to negotiate and award this contract to Arthur J. Gallagher and Co. for a three-year period effective January 26, 2004, with options to renew for an additional two years, for an annual amount not to exceed \$25,000.


**ADOPT THE RESOLUTION.**

**Advisory Board Recommendation:**


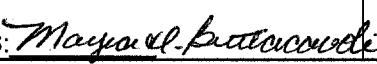
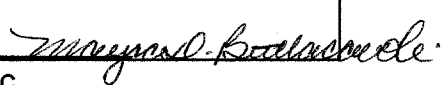
**Financial Information:**

Source of Funds:		Amount	Account	Approved
 Finance Dept.	1	\$25,000	Account Number 540.1790.000.312	
	2			
	3			
	4			
	Total			

**City Clerk's Office Legislative Tracking:**

Gus Lopez, ext. 6641 

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager
CL: 	MDB: 	JMG: 

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Agenda Item C7V  
Date 11-25-03

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** November 25, 2003

**From:** Jorge M. Gonzalez  
City Manager

*Mayra D. Buttacore, Jr.*

**Subject:** **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE CITY MANAGER'S RECOMMENDATION OF ARTHUR J. GALLAGHER AND CO., AS THE CITY'S BROKER OF RECORD FOR PROPERTY AND LIABILITY INSURANCE, AND AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS ARTHUR J. GALLAGHER AND CO., AND IF NEGOTIATIONS ARE SUCCESSFUL, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH ARTHUR J. GALLAGHER, PURSUANT TO REQUEST FOR PROPOSALS (RFP) NO. 61-02/03, FOR THE PURPOSE OF OBTAINING INSURANCE COVERAGE, AS NEEDED BY THE CITY FOR AN ANNUAL AMOUNT NOT TO EXCEED \$25,000.**

### ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

### AMOUNT AND FUNDING

\$25,0000 Funds are available from the Account Number 540.1790.000.312.

### ANALYSIS

The City of Miami Beach Risk Management Program consists of both self-insured and insured programs depending on the type of exposures. Automobile, General Liability, Police Liability, and Workers' Compensation exposures are self-insured. Damage to City Property and certain specialized exposures (crime, underground storage liability etc.) are insured. The City purchases insurance for the following:

1. Property Coverage /All Risk for Buildings and Contents
2. Property Coverage/ All Risk for Boiler and Machinery
3. Flood Coverage/Buildings and Contents
4. Property /Fine Arts-Bass Museum
5. Crime/Employee Dishonesty
6. Liability/Underground Storage Tanks
7. Liability/Special Events (Special program to assist the public in obtaining insurance for Special Events)

The City requires that the selected Broker/Agent provide, at a minimum, the following services:

1. Provide assistance to the City's Risk Manager in determining the City's commercial insurance needs.
2. Prepare reports informing the City's Risk Manager regarding insurance market conditions that may affect the City's policies and risk exposures prior to policy renewal.
3. Prepare bid specifications and underwriting data (subject to the approval of the City's Risk Manager) to submit to acceptable insurance markets for the purpose of obtaining quotations for insurance coverage.
4. Upon direction from the City, approach all acceptable insurance companies on behalf of the City, and obtain written, competitive quotes for insurance coverage. A complete list of the companies contacted, along with their response, must be submitted.
5. Present to the City all insurance coverage proposals obtained. This report must contain a comprehensive analysis by the broker of the proposals obtained with recommendations for the selection of one proposal for the particular risk to be covered.
6. Negotiate, on behalf of, and with direction from, the City with all insurance carriers to obtain the best prices, terms and conditions available.
7. Review all insurance policies and invoices received for policies purchased by the City to assure their accuracy and appropriateness.
8. Review and evaluate existing City policies to provide recommendations for possible improvement of price, terms, and conditions.
9. Service existing policies as necessary. This includes but is not limited to, issuing certificates of insurance to provide evidence of coverage, promptly making policy changes, and obtaining endorsements.
10. Report any claims to the insurance carrier and monitor the handling and disposition of the claim to assure the City's policy rights are protected.
11. Provide an annual report summarizing all insurance coverage in place, anticipated market conditions, recommendations and strategies.

A Request for Proposal was issued on August 12, 2003, with an opening date of October 15, 1999. Eleven (11) specifications were issued, resulting in the receipt of proposals from the following two (2) firms:

1. Arthur J. Gallagher and Co.; and
2. The Aon Group.

The Aon Group was deemed non-responsive for failure to provide their company's annual financial report and a list of insurance companies used for placement and premium volume for the past three years.

Letter to Commission (LTC) No. 233-2003, appointed the following individuals to serve as members of the Evaluation Committee for RFP No. 61-02/03 – Broker of Record (the "Committee"):

Cliff Leonard, Risk Manager  
Georgina Echert, Assistant Director, Finance Department  
Judy Weinstein, Assistant City Attorney  
Joe Pallant, Resident and Insurance Professional  
Ron Stone, Resident and Insurance Professional

The Committee convened on November 4, 2003, and discussed the following:

- Cone of Silence requirements and Government in the Sunshine Laws.
- Project overview (i.e., scope of services).
- Evaluation process and committee decision.

The Committee unanimously agreed that Gallagher's proposal is excellent considering their wealth of experience and qualifications when compared to their proposed annual fee of \$25,000, which is **guaranteed for 4 years**. For comparison purposes, Aon's proposed fee was \$75,000, or 200% higher than Gallagher's proposed fee.

Gallagher has more hands-on experience (more than 26 years) with governmental insurance programs than any other broker in the country. Attached is a list of governmental clients including the total property values.

The City Administration recommends that the City Commission authorize the Administration to negotiate and award this contract to Arthur J. Gallagher and Co. for a three-year period effective January 26, 2004, with options to renew for an additional two years, for an annual amount not to exceed \$25,000.

JMG:MDB:CL:GL

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## Minimum Requirements –

### 3. Governmental Client List including Total Property Values

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3. The Proposer must provide the number of and total property values of Florida Government clients (minimum requirement – Government Clients-5, minimum total property values-excess of \$200,000,000)

Gallagher clearly has more Florida Public Entity property clients than any other broker in the state of Florida. The RFP requests a minimum of 5 clients with total property values exceeding \$200,000,000. As you can see by the partial client list demonstrated below, Arthur J. Gallagher & Co. – Miami clearly exceeds this requirement:

#	Client Name	Total Values
1.	City of Miami Beach	\$381,000,000
2.	Miami-Dade County BOCC	\$6,400,000,000
3.	Miami-Dade County School Board	\$4,650,000,000
4.	City of Hialeah	\$130,000,000
5.	City of Riviera Beach	\$90,000,000
6.	City of West Palm Beach	\$300,000,000
7.	City of Lauderdale	\$50,000,000
8.	Polk County BOCC	\$378,000,000
9.	Polk County Public Schools	\$1,000,000,000
10.	Lake County BOCC	\$150,000,000
11.	Clay County Public Schools	\$460,000,000
12.	Orange County BOCC	\$2,100,000,000
13.	Duval County School Board	\$1,900,000,000
14.	Northeast Florida Education Consortium	\$1,850,000,000,
15.	Hillsboro County School Board	\$1,295,000,000
16.	Florida Community Colleges	\$4,305,000,000



## **RESOLUTION TO BE SUBMITTED**



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**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**

**Condensed Title:**

A Resolution Authorizing the Purchase of 220, 20" Bell Joint Clamps for the Alton Road Project from National Waterworks Inc., as the sole source and the only Authorized Distributor of Smith-Blair Clamps, at an estimated cost of \$66,000.

**Issue:**

Shall the City Commission waive the competitive bidding requirements and authorize the purchase of 220, the 20" Bell Joint Clamps from National Waterworks, Inc., as the sole source?

**Item Summary/Recommendation:**

The 20" water main on Alton Road between 47<sup>th</sup> Street and 63<sup>rd</sup> Street has a history of developing leaks at the bell joints which require Public Works to routinely dig them up and install the Smith-Blair 20" clamps around the bell joint. The Federal Department of Transportation (FDOT) is scheduled to start a milling and resurfacing project of Alton Road from Michigan Avenue to 63<sup>rd</sup> Street in April 2004. In order to prevent cutting and patching of the roadway pavement after the FDOT resurfacing project is completed, it is critical that the Public Works Department (PWD) install bell clamps at all bell joints in the 20" water main on Alton Road between 47<sup>th</sup> Street and 63<sup>rd</sup> Street. The installation of the bell clamps must be done immediately if PWD is to complete the work before the start of the FDOT project.

PWD evaluated 20" clamps from three different manufacturers and determined that the Smith-Blair clamp is the only bell joint clamp that fits the physical configuration of the existing bell joints and meets the technical requirements for bell joint repairs. National Water Works, Inc., is the only authorized distributor in the State of Florida and therefore the sole source supplier for the Smith-Blair clamps.

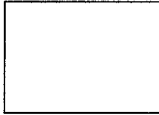
The Administration recommends approval of the Resolution.

**Advisory Board Recommendation:**

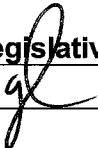
N/A

**Financial Information:**

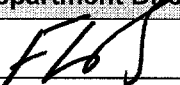
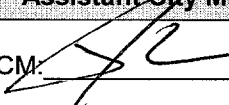
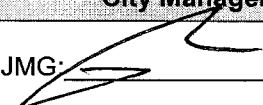
Source of Funds:	Amount		Account		Approved
	1	\$66,000	427.04	27.000.684	
	2				
	3				
	4				
	Total				

  
Finance Dept.

**City Clerk's Office Legislative Tracking:**

Gus Lopez, ext.6641 

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager
FB: 	RCM: 	JMG: 

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AGENDA ITEM

C7W

DATE

11-25-03

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** November 25, 2003

**From:** Jorge M. Gonzalez  
City Manager

**Subject:** **A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE PURCHASE OF 220, 20" BELL JOINT CLAMPS FOR THE ALTON ROAD PROJECT FROM NATIONAL WATERWORKS INC., AS THE SOLE SOURCE AND THE ONLY AUTHORIZED DISTRIBUTOR IN FLORIDA OF SMITH-BLAIR CLAMP, AT AN ESTIMATED COST OF \$66,000.**

### ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

### FUNDING

\$66,000 Funding is available from the Public Works Department Account Number 427.0427.000.684

### ANALYSIS

The 20" water main on Alton Road between 47<sup>th</sup> Street and 63<sup>rd</sup> Street has a history of developing leaks at the bell joints which require Public Works Department (PWD) to routinely dig them up and install the Smith-Blair 20" clamps around the bell joint. The Federal Department of Transportation (FDOT) is scheduled to start a milling and resurfacing project of Alton Road from Michigan Avenue to 63<sup>rd</sup> Street in April 2004. In order to prevent cutting and patching of the roadway pavement after the FDOT resurfacing project is completed, it is critical that PWD install bell clamps at all bell joints in the 20" water main on Alton Road between 47<sup>th</sup> Street and 63<sup>rd</sup> Street. The installation of the bell clamps must be done immediately if PWD is to complete the work before the start of the FDOT project.

PWD evaluated 20" clamps from three different manufacturers and determined that the Smith-Blair clamp is the only bell joint clamp that fits the physical configuration of the existing bell joints and meets the technical requirements for bell joint repairs. National Water Works, Inc., is the only authorized distributor in the State of Florida and therefore the sole source supplier for the Smith-Blair clamps.

During the evaluation of all three (3) available 20"clamps, PWD discovered that when using the Dresser Brand, the bell joint sits on top of bell instead of behind the bell. This condition can cause a greater chance of the pipe separating causing leaks at the pipe joint. The Dresser Brand clamp has a face-to-face gasket which has to be held in place, while 2 other people tighten the 16 bolts that hold the clamps together.

The Power Seal clamp is made of heavy cast iron material which makes the clamp the heaviest of the three clamps and the most difficult to use. The Power Seal clamps have 20 bolts to attach bell and spigots joints. It also has the same face-to-face gasket problems as the Dresser brand; therefore making it more susceptible to leak.

The Smith-Blair clamp has a patented special lock joint rubber gasket that is locked in place around the pipe because of this special lock, the clamp does not need to be held in place while bell and spigot joints are bolted together for stability. The Smith-Blair uses 12 bolts unlike the Dresser and Power Seal that uses 20 bolts. Smith-Blair is the lightest of the three (3) brands of clamps and installation is much faster.

The Power Seal and Dresser clamps will require five (5) men to install one clamp in a confined trench, which can be as deep as 15 feet. While with Smith-Blair, installation can be done with a maximum of three (3) men because it is the lightest of the three (3) brands it will require less time for workers to be confined in small areas.

Attached is a letter from Smith-Blair, Inc. The letter states that National Water Works Inc. is the only authorized distributor in the State of Florida. **(See Attachment 1)**  
Attached is the justification letter from PWD. **(See Attachment 2)**

The Procurement Division has been able to negotiate price with National Waterworks from \$375 to \$300 per clamp for an estimated quantity of 220 clamps, thus a savings of \$16,500.

## **CONCLUSION**

The Administration recommends that the City Commission authorize the purchase of 220, 20" Bell Joint Clamps for the Alton Road project from National Waterworks Inc., as the sole source and the only authorized distributor in Florida of Smith-Blair clamps, at an estimated cost of \$66,000.

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RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE PURCHASE OF 220, 20" BELL JOINT CLAMPS FOR THE ALTON ROAD PROJECT FROM NATIONAL WATERWORKS INC., AS THE SOLE SOURCE AND THE ONLY AUTHORIZED DISTRIBUTOR IN FLORIDA OF SMITH-BLAIR CLAMP, AT AN ESTIMATED COST OF \$66,000.**

**WHEREAS**, pursuant to Section 2-367(c) of the Miami Beach Code, the City Commission, may enter into contracts for goods and/or services where only one source for the products or service is evident; and

**WHEREAS**, the purchase of the Smith-Blair clamp has a patented special lock joint rubber gasket that is locked in place around the pipe; and

**WHEREAS**, because of this special lock, the clamp does not need to be held in place while bell and spigot joints are bolted together for stability; and

**WHEREAS**, the Smith-Blair uses 12 bolts, unlike the Dresser and Power Seal that uses 20 bolts; and

**WHEREAS**, Smith-Blair is the lightest of the three (3) brands of clamps and installation is much faster and is available from National Waterworks Inc., the only authorized distributor for the State of Florida; and

**WHEREAS**, the Procurement Director has determined National Waterworks complies with the sole source procurement requirements of the City Code, and is the only authorized distributor in Florida of Smith-Blair Clamps; and

**WHEREAS**, additionally, the Administration has complied with all other documenting requirements for sole source purchases, pursuant to Section 2-367(c) of the Miami Beach City Code.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the Mayor and City Commission of Miami Beach, Florida, authorizing the purchase of 220, 20" Bell Joint Clamps for the Alton Road Project from National Waterworks Inc., as the sole source and the only authorized distributor in Florida of Smith-Blair Clamps, at an estimated cost of \$66,000.

**PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2003**


ATTEST:

**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

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\_\_\_\_\_  
City Attorney

11-18-03  
Date

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954-772-7036

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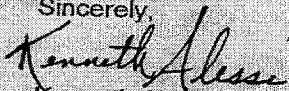
**Smith-Blair, Inc.**  
P.O. Box 5337 • Texarkana, TX 75505  
30 Globe Ave. • Texarkana, AR 71854  
Ph: (870) 773-5100  
Fax: (870) 773-5104

September 16, 2003

**Adeola Osoba (Buyer)**  
Procurement Division  
City of Miami Beach  
1700 Convention Center Drive  
Miami Beach, FL 33139

National Water Works is Smith-Blair's only authorized stocking distributor for the state of Florida

Sincerely,

  
Kenneth Alessi

Territory Manager

Smith-Blair Inc.,



# Memo

**To:** John Ellis, Assistant Procurement Director  
**From:** Nathan H. Pope, Utilities Superintendent *NHP*  
**CC:** Mike Alvarez, Assistant Public Works Director  
**CC:** Adeola Osoba, Buyer  
**Date:** October 7, 2003  
**Re:** Justification for the use of "Smith-Blair" Bell Joint Leak Clamp

An evaluation of the other two clamps used in the past, i.e. Dresser #60 and the Power Seal 20" bell joint leak clamp proved to be unacceptable.

When using the #60 Dresser, the bell joint sits on top of the bell instead of behind it. This can cause a greater chance of the pipe separating causing leaks at the pipe joint. This clamp has a face-to-face gasket which has to be held in place, while two (2) other people tighten the 16 bolts that hold the clamp together.

The Power Seal clamp is made of heavy cast iron material which makes it the heaviest of all three (3) clamps used by the City of Miami Beach, and most difficult to use. It has 20 bolts to attach bell and spigot joints. It also has the same face-to-face gasket problem as the #60 Dresser.

The Smith-Blair is the lightest of all three (3) clamps. It has a patented special lock joint rubber gasket that is locked in place around the pipe. So, it does not need to be held in place while bell and spigot joints of the clamps are bolted together. The Smith-Blair uses only 12 bolts. Of the three (3) clamps, this is the most quickly installed.

It is what we maintain in stock for the standard yearly maintenance and repair of water mains; the Smith-Blair is the only brand acceptable to Public Works.

The other two clamps require up to 5 employees to be in a confined trench. Sometimes up to fifteen (15) feet deep. With the Smith-Blair clamp it can be installed with as little as two to three men. The Smith-Blair is lighter and requires less time for employees to be confined to as small area.

We have been utilizing the Smith-Blair clamp for the past 12 years and are completely satisfied with its performance.

NHP:ps

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**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**



**Condensed Title:**

A Resolution approving the business terms of a Lease agreement with the Senior Citizens Housing Development Corporation of Miami Beach for the Lease of the rooftop, located at Council Towers North, 1040 Collins Avenue, for the purpose of constructing a south end radio/antenna site to house the City's public safety communications system; at the rate of twelve thousand dollars (\$12,000.00) per year, for FY2003-FY2004; including annual increases of 3% or the CPI-U, whichever is less; with the entire rent to be waived if conditions of the use agreement between the City and Senior Citizens Housing Development Corporation of Miami Beach, as approved pursuant to Resolution No. \_\_\_\_\_ are in force; said lease having an initial term of ten (10) years, with a ten (10) year renewable option, at the end of the initial term; said Lease Agreement subject to pending Federal Communications Commission (FCC) site approval; and further authorizing the Administration and the City Attorney's Office to negotiate said Lease Agreement with Senior Citizens Housing Development Corporation of Miami Beach and authorizing the Mayor and City Clerk to execute same.

A Resolution approving the business terms of a Use Agreement with the Senior Citizens Housing Development Corporation of Miami Beach for the use of portions of the City-owned parking lots located at 540 Collins Avenue (beneath Council Towers South) and 1040 Collins Avenue (beneath Council Towers North), to allow for the installation of a security gate and fence and provide landscaping and maintenance related to same, and insurance and indemnity covering the use area; said use agreement for an initial term of ten (10) years, with a ten (10) year renewable option; and further authorizing the Administration and the City Attorney's Office to finalize said Use Agreement with the Senior Citizens Housing Development Corporation of Miami Beach, and authorizing the Mayor and City Clerk to execute same.

**Issue:**

Whether a Lease Agreement should be approved with the Senior Citizens Development Corporation of Miami Beach for a new south end radio/antenna site and whether a Use Agreement should be executed between the Senior Citizens Development Corporation of Miami Beach and the City for use of the existing parking area and providing for landscaping and fencing to be erected at the Senior Citizens Development Corporation sole cost and expense.

**Item Summary/Recommendation:**

The Council Towers North site is the only viable one in the south end which fits the requirements for a City radio site.

**Advisory Board Recommendation:**

N/A

**Financial Information:**

Source of Funds:		Amount	Account	Approved
	1	\$12,000.00	550.1750.000323 - Building and Equipment Rent Account, FY2003-2004	
	2			
Finance Dept.	Total	\$12,000.00	550.1750.000323 - Building and Equipment Rent Account, FY2003-2004	

**City Clerk's Office Legislative Tracking:**

M. Kay Randall, Director, Information Technology

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager

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AGENDA ITEM C7X  
DATE 11-25-03

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** November 25, 2003

**From:** Jorge M. Gonzalez  
City Manager

**Subject:** **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING THE BUSINESS TERMS OF A LEASE AGREEMENT WITH THE SENIOR CITIZENS HOUSING DEVELOPMENT CORPORATION OF MIAMI BEACH, AS LESSOR, FOR THE LEASE OF THE ROOFTOP, LOCATED AT COUNCIL TOWERS NORTH, 1040 COLLINS AVENUE, MIAMI BEACH, FLORIDA, FOR THE PURPOSE OF CONSTRUCTING A SOUTH END RADIO/ANTENNA SITE TO HOUSE THE CITY'S PUBLIC SAFETY COMMUNICATIONS SYSTEM; SAID LEASE AGREEMENT, AT THE RATE OF TWELVE THOUSAND DOLLARS (\$12,000.00) PER YEAR, FOR FY2003-FY2004; INCLUDING ANNUAL INCREASES OF 3% OR THE CPI-U, WHICHEVER IS LESS; WITH THE ENTIRE RENT TO BE WAIVED IF CONDITIONS OF THE USE AGREEMENT BETWEEN THE CITY AND SENIOR CITIZENS HOUSING DEVELOPMENT CORPORATION OF MIAMI BEACH, AS APPROVED PURSUANT TO RESOLUTION NO. \_\_\_\_\_ ARE IN FORCE; SAID LEASE HAVING AN INITIAL TERM OF TEN (10) YEARS, , WITH A TEN (10) YEAR RENEWABLE OPTION, AT THE END OF THE INITIAL TERM; SAID LEASE AGREEMENT SUBJECT TO PENDING FEDERAL COMMUNICATIONS COMMISSION (FCC) SITE APPROVAL; AND FURTHER AUTHORIZING THE ADMINISTRATION AND THE CITY ATTORNEY'S OFFICE TO NEGOTIATE SAID LEASE AGREEMENT WITH SENIOR CITIZENS HOUSING DEVELOPMENT CORPORATION OF MIAMI BEACH AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAME.**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING THE BUSINESS TERMS OF A USE AGREEMENT WITH THE SENIOR CITIZENS HOUSING DEVELOPMENT CORPORATION OF MIAMI BEACH FOR THE USE OF PORTIONS OF THE CITY-OWNED PARKING LOTS LOCATED AT 540 COLLINS AVENUE (BENEATH COUNCIL TOWERS SOUTH) AND 1040 COLLINS AVENUE (BENEATH COUNCIL TOWERS NORTH), MIAMI BEACH, FLORIDA, TO ALLOW FOR THE INSTALLATION OF A SECURITY GATE AND FENCE AND PROVIDE LANDSCAPING AND MAINTENANCE RELATED TO SAME, AND INSURANCE AND INDEMNITY COVERING THE USE AREA; SAID USE AGREEMENT FOR AN INITIAL**

**TERM OF TEN (10) YEARS, WITH A TEN (10) YEAR RENEWABLE OPTION; AND FURTHER AUTHORIZING THE ADMINISTRATION AND THE CITY ATTORNEY'S OFFICE TO FINALIZE SAID USE AGREEMENT WITH THE SENIOR CITIZENS HOUSING DEVELOPMENT CORPORATION OF MIAMI BEACH, AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAME.**

### **ADMINISTRATION RECOMMENDATION**

Adopt the Resolution.

### **BID AMOUNT AND FUNDING**

\$12,000.00 Funding is available from the Building and Equipment Rent Account for Information Technology (Budget Account 550.1750.000323), FY2003-2004, to be waived if conditions of the Use Agreement are met.

### **ANALYSIS**

The City Commission passed a resolution on April 30, 2003, which authorized the Administration to execute a Communications System Agreement with Motorola, Inc. (Motorola), to replace the existing City of Miami Beach 800 MHz Analog Radio System by purchasing a new 800 MHz Trunked Digital Simulcast Public Safety Radio System.

The City's radio system consultant, RCC Consultants, Inc. (RCC), as part of the preparation for executing the agreement, had recommended the construction of a tower in the south end of Miami Beach to provide adequate radio coverage. However, after much discussion and analysis of the subject, the Administration determined that it would be of greater benefit to the citizens' quality of life to prohibit any further construction of radio towers in the City. Therefore, RCC, along with the City, began looking for an appropriate site in the south end of Miami Beach that would accommodate rooftop placement of radio equipment and radio antennas.

The City and RCC, considered the following buildings at the south end of the city: Continuum, Flamingo, Murano at Portofino, Old City Hall, Setai, and Waverly. It was determined that for height, location, and shelter space, the Council Towers North site, located at 1040 Collins Avenue, was the only suitable site that met the required criteria in the south end of the City.

This transmit/receive and microwave location will replace an existing transmit/receive and microwave site located at Fire Station II, 2300 Pine Tree Drive, which has been owned by the City of Miami Beach since 1987.

In order to create a new Public Safety Radio Site, the City requires a reinforced structure to be constructed on the rooftop of the Council Towers North site. This site will accommodate

an equipment room of approximately 250-300 sq. ft. by 13 feet high and three (3) 10 foot antennas that will be installed on the roof of the structure. In addition, to provide backup power at this site, the City will locate a generator which has between 60-85 KVA at the 1040 structure.

Motorola, will be responsible for all work associated with the construction and installation of the equipment room and antennas as well as any and all costs relating to the permitting, construction, and installation of related equipment such as the generator.

The Senior Citizens Housing Development Corporation of Miami Beach (SCHDC), the entity that leases from the City both Council Towers North and South sites (the North at 1040 Collins Avenue and the South at 540 Collins Avenue), and the City Administration have been discussing the lease of the roof-top at the Council Towers North site, as well as certain issues raised by SCHDC related to their request to install a security gate and fence around portions of the Council Towers North and Council Towers South locations, and the daily maintenance of the parking lots and surrounding areas. After negotiations between SCHDC and the Administration, agreement was reached on the substantive terms and conditions, as follows:

### **LEASE AGREEMENT**

A lease agreement for the City's use of the roof-top at Council Towers North (1040 Collins Avenue) would include:

- an initial term of ten (10) years
- a rental rate of \$12,000 per year, payable in monthly increments of \$1,000, which will be waived if conditions of Use Agreement, described below, are met
- annual rate increases of 3% or based on the Consumer Price Index, all urban consumers (CPI-U). whichever is less
- an option for an additional ten (10) year extension after the initial term
- parking fees for users of the Council Towers properties that were approved by the Mayor and City Commission, via Resolution No. 2000-24129, adopted on October 18, 2000, which were never instituted and have been held in abeyance since that time, are proposed to continue to be held in abeyance during the term of this lease. However, in the event of an early termination, or at the end of the current lease term, or if the lease agreement is not consummated, said increase in parking fees will be immediately implemented
- the aforementioned terms and conditions were subject to the City:
  - Supplying an engineering study to confirm that the roof can support the proposed equipment
  - Obtaining and providing appropriate liability insurance
  - Securing all necessary approvals from the Federal Communications Commission (FCC)
  - Assuming all costs for electricity and maintenance of its equipment/facilities

### **USE AGREEMENT**

The Use Agreement would further provide Council Towers North and South, respectively, with the following:

- access from alley and/or Collins Avenue, (subject to Public Works and/or FDOT approval of plans)
- the continued use of nineteen (19) parking spaces in the municipal lot below the air-rights at the 540 site and of eighteen (18) parking spaces in the municipal lot below the air-rights at the 1040 site a reduced rate.
- the right to install a gate and fence:
  - Council Towers requested a seven foot (7'-0") high fence. City Code provides for a maximum height of five (5'-0") feet at the property line, but also provides that for every two feet (2'-0") that fence is set back from property line, the height may be increased by one foot (1'-0"), to a maximum of seven feet (7'-0") in height
  - Fencing material to be metal picket
  - Landscaping, and maintenance of same, to buffer fence to be provided by Council Towers
  - Insurance and indemnity clauses covering the use area.
- the Use Agreements would require Council Towers to:
  - landscape and maintain grassy area adjacent to their property located at 540 Collins Avenue
  - Submit for the City's review access/fencing/landscape site plan for both 540 and 1040 locations.

The City currently provides and will continue to provide sanitation services and litter control (once a day, 7 days a week) to the parking lots and surrounding areas through Best Maintenance and sidewalk cleaning on a 15 day cycle. The City also pressure cleans the parking lots beneath both Council Towers sites, and would also resurface and re-stripe the respective parking lots.

The Lease Agreement will afford the stability necessary for the long term use of the City's radio site that is required by the Federal Communications Commission (FCC) for public safety communications, and the Use Agreement will allow for the improvement and enhancement of the respective parking lots and surrounding area, while providing for a more secure environment for the residents of Council Towers North and South.

### **CONCLUSION**

The Mayor and City Commission should adopt the Resolution, approving the respective Lease Agreement with the Senior Citizens Housing Development Corporation of Miami Beach at the rate of \$12,000.00 per year (which will be waived if the conditions of the User Agreement are met), for FY2003-2004, renewable annually for a period of ten years (10) years, including annual increases of 3% or the CPI-U, whichever is less, with a ten (10) year

option, at the end of the initial term, pending FCC site approval, for the lease of the rooftop, located at Council Towers North, 1040 Collins Avenue, Miami Beach, Florida, for the purpose of constructing a south end radio/antenna site to house the City's Public Safety Communications System, and approving a Use Agreement for the improvement of the 540 Collins Avenue and 1040 Collins Avenue parking lots and surrounding areas, and further authorizing the Administration and the City Attorney's Office to negotiate said lease agreement and use agreement, substantially in accordance with the terms and conditions outlined above, with Senior Citizens Housing Development Corporation of Miami Beach and authorizing the Mayor and City Clerk to execute said agreements.

*qu*  
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## **RESOLUTION TO BE SUBMITTED**